

## UNITED STATES MARINE CORPS MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VIRGINIA 22134-5010

5720 DON-USMC-2014-007394 31 Jul 14

FOIA GROUP
Ms. Rose Santos
P.O. Box 368
Depew NY 14043

SUBJECT: FOIA DON-USMC-2014-007394

Dear Ms. Santos:

This responds to your FOIA request dated July 8, 2014, which requests a copy of contract M67854-14-D-2521, including modifications.

In light of the MCI Worldcom, Inc, v. GSA decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitter provided the Marine Corps Systems Command with proposed redactions pursuant to Exemption 5 U.S.C. § 552(b)(4). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

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In an effort to minimize further delay we request that you review the enclosures and identify any withheld information that you believe was withheld improperly. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by July 28, 2014, this letter will become the final response and we will close this FOIA request.

As of July 31, 2014, one hour of search and review (currently billed at \$44 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$44.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

LISA L. BAKER

SOLICITATION.	SOLICITATION, OFFER AND AWARD  1 THIS CON UNDER DP A					TIS A RATED ORI	DER	RATING DX-A7	PAGE OF	PAGES 116
2 CONTRACTNO	3 SOLICITATION NO			LICITATI		5 DATE ISSUED	6 REOUISITI	ON/PURCHASE NO	'	110
M67854-14-D-2521	M67854-13-R-241	[ ]	SEALED	BID (IFB ATED (RE	)   ,	23 May 2013				
7 ISSUED BY		CODE M67		AILD (M	1)	RESS OFFER TO	(Ifother tha	n Item7) C	ODE	
MAR NE CORPS SYSTEMS COMMAN ATTN: JESSICA L STRINGER							(			
2200 LESTER STREET					s	ee Item 7				
QUANTICO VA 22134-6050		703-432-990	0			oo nom r		TEL:		
	FAX							FAX		
NOTE: In sealed bid solicitations "offer" a	nd "offeror" mean "bid" and "bi	dder"		COLIC	FT A T	(ON				
9. Sealed offers in original and	5 copies for firm	ishino the s		or service			e received at t	he place specified in	Item 8 or if	
handcarried, in the depository		isimig the s	фрисэ	Section		ic schedae viii e		03:00 PM local t		3
								(Hour)	(Date)	
CAUTION - LATE Submission		Withdrawal	s: See S	ection L	, Provi	sion No. 52.214	-7 or 52.215-1	. All offers are subj	ect to all terms	and
conditions contained in this so 10 FOR INFORMATION A NAME			B TEI	FPHONE	(Include	area code) (NO C	COLLECT CALLS)	C. E-MAIL ADDRESS	3	
CALL:				(шстасс	arca code) (NO C	OLLECT CALLS)	C. L-WAIL ADDITES	,		
11. TABLE OF			OF C	ONTENTS		l				
(X) SEC.	DESCRIPTION		PAGE(		SEC.	JAN LAVIS	DESC	RIPTION		PAGE(S)
PARTI - THE SCHEDULE					P	ARTII - CON	TRACTCLAUSES			
X A SOLICITATION/CO	ONTRACT FORM		1	X	I	CONTRACT CL	AUSES			102 - 115
	ICES AND PRICES/ O		2 - 53	_				EXHIBITS AND OT	HER ATTACH	
	CS./ WORK STATEM	ENT	54 - 8	3 X	J ]	LIST OF ATTAC				116
X D PACKAGING AND D			84 05 0	<del>,    </del>	١,			TIONS AND INSTR	UCHONS	т —
X E INSPECTION AND X X F DELIVERIES OR PE			85 - 8 88 - 9		K REPRESENTATIONS, CERTIFICATE OTHER STATEMENTS OF OFFERO					
							CESTO OFFEROR	S		
X H SPECIAL CONTRACT REQUIREMENTS 99 - 101 M						EVALUATION I				
		OFFER	(Mus	t be full	y com	pleted by offer	or)			
NOTE: Item 12 does not appl							Acceptance Pe	riod.		
12. In compliance with the abo								(60 calendar days un		
is inserted by the offeror) fro							s upon which j	prices are offered at	the price set of	posite
each item, delivered at the de					schedu	le.				
<ol> <li>DISCOUNT FOR PROMP' (See Section I, Clause No. :</li> </ol>		140	et 15 Da	y s						
14. ACKNOWLEDGMENT O	•		AMEN	IDMENT	NO. DATE AMENDMENT NO. DATE				Έ	
(The offeror acknowledges	s receipt of amendment	ts								
to the SOLICITATION fo documents numbered and d										
15A. NAME	CODE 8X69°	1	Π	FACIL	ITY		16 NAME AN	ID TITLE OF PERS	ON ALTTHOR	ZED TO
AND SIERRA NEVAL	DA CORPORATION		_						on Action	ZLD 10
ADDRESS LENNY TAYLO							SIGN OFF	ER (Type or print)		
OF SPARKS NV 89							LEI	NNY TAYLOR / CONT	RACTING OFFI	CER
OFFEROR										
15B. TELEPHONE NO (Incl	tude area code) 15	C CHECK IF					17. SIGNATU	JRE .	18. OFFER	DATE
916-850-7045				ROM ABO IN SCHEI		TER				
						nloted by Corn	t)			
19 ACCEPTED AS TO ITEMS NUM	MBERED 20	AMOUNT	WAKI	) (10 b	e com	pleted by Gove 21 ACCOUNTIN		PRIATION		
IS ACCLIFICATION TO THE MISTORY	DERED 20		299,629	9.00						
22 AUTHORITY FOR USING OTH	ER THAN FULL AND OP					23. SUBMIT I	NVOICES TO	ADDRESS SHOWN	IN ITEM	
10 U S C 2304(c)(	) 41 U	S C 253(c)(	)			(4 copies unless o				
24 ADMINISTERED BY (Ifother th	an Item7)	CODE				25 PAYMENT V	VILL BE MADE	BY	CODE HQ033	9
		_				DFAS - COLUM	BUSICENTER STENTITLEMENT	OPERATIONS		
See Item 7						P.O. BOX 18238	1			
Occ Rolli i						COLUMBUS OF	1 43218-2381			
26 NIVME OF COMMONOMENT COMM	(TD /Type or point)					27 INTERS OF	TEC OF ALCERT	CA.	20 ATTARE	DATE
LISA BOTKIN	6. NAME OF CONTRACTING OFFICER (Type or print) LISA BOTKIN				27 UNITED STA	LES OF AMERIC	A Bastkin	28 AWARD 27-Feb-2		
TEL: 703-432-5099	EMAIL: lis	a.botkin@us	amc.mil				ofContracting O		27-1-60-2	
IMPORTANT Assertable	made on this Form or	on Standar	d Form	26 or b	, other	authorized office	ial written not	ice		

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** (b) (4) 0001 Each **Inital Production Systems and Support** Provide five (5) initial production systems IAW SOW 2.6.1, 3.1.1. Includes Government Acceptance Testing (GAT) and Support, IAW SOW 3.2.2.1, 3.2.2.3, 3.4-3.4.2.3.1, 3.5.1. Performance: Date of award to 12 months (The Contractor shall be prepared to execute the GAT at their facility, at the earliest, 90 days after contract award if systems are delivered within that timeframe. After 90 days ACA, the Contractor shall be prepared to execute GAT immediately.) FOB: Destination (b) (4) **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX MAX AMOUNT **QUANTITY** (b) (4) 0002 360 Each **Dismounted Production Systems FFP** Provide follow-on production systems IAW SOW 2.6.1 and 3.1. Step Ladder Pricing: 1-360+ IAW Attachment J2, Stepladder Pricing Spreadsheet Period of Performance: Date of Award through 60 months. FOB: Destination (b) (4) MAX **NET AMT** 

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0003	Contract Data Requirement FFP Provide CDRLs per SOW Period of Performance: Se IAW Attachment J1, Control FOB: Destination	UNDEFINED  ants List (CDRLs)  and data requirem  be SubCLINs listed	(varies by CI			(b) (4)
				MAX NET AMT		(b) (4)
ITEM NO 0003AA	SUPPLIES/SERVICES  A001 FFP As Built Configuration (A Period of Performance: D FOB: Destination				(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A002 FFP					
	Interface Control Documer Period of Performance: D FOB: Destination		th 60 months.			
				NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(1.7.(1.)	AMOUNT
0003AC	A003 FFP Production Line of Balanc Period of Performance: D FOB: Destination				(b) (4)	
				NET AMT	ı	(b) (4)
ITEM NO 0003AD	SUPPLIES/SERVICES  A004 FFP Integrated Master Schedule Period of Performance: D FOB: Destination	1 e (IMS)	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003AE	SUPPLIES/SERVICES  A005 FFP Presentation Material Period of Performance: DEFOB: Destination	QUANTITY  1 Date of award throu	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)
ITEM NO 0003AF	SUPPLIES/SERVICES  A006 FFP Conference Agenda Period of Performance: DE FOB: Destination	QUANTITY 1 Date of award throu	UNIT Each gh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003AG	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A007 FFP Conference Minutes Period of Performance: D FOB: Destination	ate of award throug	h 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003AH	SUPPLIES/SERVICES  A008 FFP Contractor's Progress, Stat Period of Performance: D FOB: Destination			UNIT PRICE.	(b) (4)	AMOUNT
	POB: Destination			NET AMT		(b) (4)
ITEM NO 0003AJ	SUPPLIES/SERVICES  A009 FFP Baseline Description Docu Period of Performance: D FOB: Destination			LINIT PRICE scription	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003AK	A010 FFP Request for Deviation Period of Performance: D FOB: Destination	QUANTITY  1  Pate of award throu	UNIT Each gh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)
ITEM NO 0003AL	SUPPLIES/SERVICES  A011 FFP Request for Waiver (RFW Period of Performance: M FOB: Destination		UNIT Each 60 months.	UNIT PRICE		AMOUNT (b) (4)
	POB. Destination			NET AMT		

ITEM NO 0003AM	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A012 FFP					
	Engineering Change Prope Period of Performance: D FOB: Destination		gh 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003AN	SUPPLIES/SERVICES  A013 FFP Notice of Revision (NOR) Period of Performance: D FOB: Destination		UNIT Each gh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
	POB. Destillation					
				NET AMT		(b) (4)
ITEM NO 0003AP	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b) (4)	AMOUNT
0003AP	A014 FFP Technical Report- Studies Period of Performance: D FOB: Destination			t Services Report		
				NET AMT		(b) (4)

ITEM NO 0003AQ	SUPPLIES/SERVICES  A015 FFP Configuration Audit Plan- Period of Performance: D FOB: Destination			(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003AR	SUPPLIES/SERVICES  A016 FFP Software Version Descrip Period of Performance: D FOB: Destination	UNIT Each gh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)

ITEM NO 0003AS	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A017 FFP					
	Computer Software Production Period of Performance: Description FOB: Destination		h 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003AT	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A018 FFP Software User Manual (SU Period of Performance: De FOB: Destination		h 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003AU	SUPPLIES/SERVICES  A019 FFP Human Engineering Syster Period of Performance: De FOB: Destination	1 m Analysis Report (		UNIT PRICE	(b) (4)	AMOUNT
				NET AMT	_	(b) (4)

ITEM NO 0003AV	SUPPLIES/SERVICES  A020 FFP Safety Assessment Report Period of Performance: D FOB: Destination	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003AW	SUPPLIES/SERVICES  A021 FFP Failure Analysis and Corre Period of Performance: D		UNIT PRICE	(b) (4)	AMOUNT
	FOB: Destination		NET AMT		(b) (4)

ITEM NO 0003AX	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A022 FFP Scientific and Technical R (FMECA) Report Performance: Date of awa FOB: Destination			nd Criticality Analysis Period of		
				NET AMT		(b) (4)
ITEM NO 0003AY	SUPPLIES/SERVICES  A023 FFP Test Plan- Factory Accept Period of Performance: D FOB: Destination			UNIT PRICE	(b) (4)	AMOUNT.
				NET AMT		(b) (4)
ITEM NO 0003AZ	SUPPLIES/SERVICES  A024 FFP Test Report- Factory Acce Period of Performance: D FOB: Destination			LINIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003BA	SUPPLIES/SERVICES  A025 FFP Test Plan- GAT Plan and Period of Performance: D FOB: Destination	UNIT Each gh 12 months.	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003BB	SUPPLIES/SERVICES  A026 FFP Test Report- GAT Report Period of Performance: D FOB: Destination	UNIT Each gh 12 months.	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)

ITEM NO 0003BC	A027 FFP Frequency Allocation Data Period of Performance: D FOB: Destination	UNIT Each gh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003BD	SUPPLIES/SERVICES  A028 FFP Technical Report- Studies Period of Performance: D FOB: Destination		UNIT PRICE List (JTL)	(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003BE	SUPPLIES/SERVICES  A029 FFP Technical Report- Studies Period of Performance: D FOB: Destination		UNIT PRICE List (MTL)	(b) (4)	AMOUNT
			NET AMT		(b) (4)

ITEM NO 0003BF	SUPPLIES/SERVICES  A030 FFP Diminishing Manufacturin Implementation Plan Period of Performance: D FOB: Destination			(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003BG	SUPPLIES/SERVICES  A031 FFP Description and Configura Period of Performance: D FOB: Destination			(b) (4)	AMOUNT
			NET AMT		(b) (4)

ITEM NO 0003BH	SUPPLIES/SERVICES  A032 FFP Logistics Product Data Su	QUANTITY 1 mmaries	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	Period of Performance: D FOB: Destination		gh 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003BJ	SUPPLIES/SERVICES  A033 FFP Engineering Data for Prov Period of Performance: D FOB: Destination		UNIT Each gh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)
ITEM NO 0003BK	SUPPLIES/SERVICES  A034 FFP Parts List- Operator & Fie Period of Performance: D FOB: Destination	1 ld/Unit Level Spare		UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003BL	SUPPLIES/SERVICES  A035 FFP Commercial Off-the-Shelf Operator's Manual Period of Performance: D FOB: Destination			(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003BM	SUPPLIES/SERVICES  A036 FFP Commercial Off-the-Shelf Field Maintenance Techni Period of Performance: D FOB: Destination	cal Manual		(b) (4)	AMOUNT
			NET AMT		(b) (4)

ITEM NO 0003BN	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT			
	A037 FFP								
	Technical Report- Studies and Services- Technical Data Sheet (Quick Reference Guide)  Period of								
	Performance: Date of Awa FOB: Destination	ard through 60 mo	nths.	Teriod of					
						(1) (1)			
				NET AMT		(b) (4)			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT			
0003BP	A038	1	Each		(b) (4)				
	FFP Technical Manual (TM) V	alidation Plan							
	Period of Performance: D FOB: Destination	ate of Award throu	gh 60 months.						
				) YEE 4. YE	-	(b) (1)			
				NET AMT		(b) (4)			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(1-) (4)	AMOUNT			
0003BQ	A039	1	Each		(b) (4)				
	FFP Technical Manual (TM) V								
	Period of Performance: D FOB: Destination	ate of Award throu	gh 60 months.						
				NET AMT		(b) (4)			

ITEM NO 0003BR	SUPPLIES/SERVICES  A040 FFP Training Materials- Opera Period of Performance: D FOB: Destination	UNIT Each ugh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)
ITEM NO 0003BS	SUPPLIES/SERVICES  A041 FFP Training Materials- Maint Period of Performance: D FOB: Destination	UNIT Each ugh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
			NET AMT		(b) (4)

ITEM NO 0003BU	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A042 FFP					_
	Depot Maintenance Produ Period of Performance: D FOB: Destination		igh 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003BV	SUPPLIES/SERVICES A043	QUANTITY 1	UNIT Each	UNIT PRICE		AMOUNT (b) (4)
	FFP Item Unique Identification Period of Performance: D FOB: Destination			n Report		
				NET AMT		
ITEM NO 0003BW	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A044 FFP					
	Status of Government Furn Period of Performance: D FOB: Destination					
				NET AMT		(b) (4)

ITEM NO 0003BX	SUPPLIES/SERVICES  A045 FFP Maintainability/Testability Period of Performance: D FOB: Destination			UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)
ITEM NO 0003BY	SUPPLIES/SERVICES  A046 FFP Maintainability/Testability Period of Performance: E FOB: Destination	QUANTITY 1 y Demonstration Relate of Award throu	UNIT Each eport igh 60 months.	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0003BZ	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A047 FFP					
	Technical Report- Studies Implementation Plan Period of Performance: D FOB: Destination			ngineering (ESS)		
				NET AMT		(b) (4)
ITEM NO 0003CA	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	A048 FFP Technical Report- Studies Verification and Validatio Period of Performance: D FOB: Destination	n Plan	-	ngineering (SSE)		
				NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0003CB	A049 FFP Program Protection Impleted Period of Performance: D FOB: Destination	1 mentation Plan (PF	Each PIP)		(b) (4)	

ITEM NO 0003CC	SUPPLIES/SERVICES  A050 FFP Technical Report- Studies Verification and Validation		UNIT Each em Security Eng	UNIT PRICE	(b) (4)	AMOUNT
	Period of Performance: D FOB: Destination	ate of award throug	gh 60 months.			
				NET AMT		(b) (4)
ITEM NO 0003CD	A051 FFP Technical Report- Studies Period of Performance: D FOB: Destination			UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0004	SUPPLIES/SERVICES  Software/Firmware FFP IAW SOW 3.3.3  FOB: Destination	QUANTITY	UNIT	UNIT PRICE		AMOUNT (b) (4)
				NET AMT		(b) (4)
ITEM NO 0004AA	SUPPLIES/SERVICES  Threatloads FFP CLASSIFIED Deliverable threatload for initial produ production systems, not or of Performance: Date of av FOB: Destination	ction systems. This ne per system.	s includes one		(b) (4)	AMOUNT
				NET AMT		(b) (4)
ITEM NO 0004AB	SUPPLIES/SERVICES  System Software/Firmware FFP Period of Performance: Da FOB: Destination		UNIT Each h 12 months.	UNIT PRICE	(b) (4)	AMOUNT
				NET AMT		(b) (4)

ITEM NO 0004AC	SUPPLIES/SERVICES  Threatload Loading Software FFP	QUANTITY 1 are	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	Period of Performance: Da FOB: Destination	te of award throug	h 12 months.			
				NET AMT		(b) (4)
ITEM NO		OLIANITITY	LIMIT	LINET DDICE		AMOUNT
ITEM NO 0004AD	SUPPLIES/SERVICES  Threatload Developer Too.	QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	AMOUNT
	FFP Period of Performance: Da FOB: Destination		h 12 months.			
				NICT AMT		(b) (4)
				NET AMT		(8) (1)

ITEM NO 0005	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT <b>(b) (4)</b>
	Training Sessions FFP				
	The contractor shall provi for operation and maintena material IAW SOW 3.6.6.	ance of the system			
	FOB: Destination				
				NET AMT	<b>(b)</b>
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AA	Operator Training FFP	1	Each		(b) (4)
	Period of Performance: M FOB: Destination	Ionths 13 through	24.		
				MAX	(b) (4)
				NET AMT	

SUPPLIES/SERVICES UNIT **UNIT PRICE** ITEM NO MAX MAX AMOUNT **QUANTITY** (b) (4) 0005AB 1 Each Maintainer Training Period of Performance: Months 13 through 24. FOB: Destination (b) (4) MAX **NET AMT** ITEM NO **UNIT UNIT PRICE** SUPPLIES/SERVICES MAX MAX AMOUNT **QUANTITY** (b) (4) (b) (4) 0005AC **UNDEFINED** Lot Travel for Operator/Maintainer Training **COST** Travel in support of CLINs 0005AA and 0005AB. Travel for training has a NTE value. Travel shall be in accordance with the Joint Travel Regulations (JTR). Travel shall be invoiced at cost and will be reimbursable for actuals per Section H-1. Period of Performance: Months 13 through 24. FOB: Destination (b) (4) MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0006	Materials & Parts/Spares FFP The contractor shall provispares and consumables li contract award through At Performance: Months 1 th FOB: Destination	de a recommended st IAW SOW 3.6.4 tachment J3, Mate	I. The list is in		(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO 0007	SUPPLIES/SERVICES  Maintenance and Repair FFP The contractor shall proviservices for hardware, soft that shall redmedy system FOB: Destination	tware/firmware, an	d repair parts a		(b) (4)	MAX AMOUNT
	FOB: Destination			MAX NET AMT		(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0007AA	Labor for Maintenance and FFP Fully burdened rates are in Maintenance & Repair Prithese rates. Performance: Months 13 FOB: Destination	1 d Repair acorporated into the			(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0007AB	Shipping (return) costs FFP Shipping (return) location IAW Attachment J4, Main Period of Performance: M FOB: Destination	1 is SAIC, 4801-C Intenance & Repair	Pricing Spread		(b) (4)	
				MAX NET AMT		(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Engineering Support Serv FFP The Contractor shall provi 3.3.1. Fully burdened rate Pricing Spreadsheet. Any Period of Performance: D FOB: Destination	1 ices (ESS) ide technical and E es are incorporated orders placed will	into the contr not exceed th	act, Attachment J5, ESS ese rates.	(b) (4)
				MAX NET AMT	(b) (4)
ITEM NO 0101	SUPPLIES/SERVICES  Software/Firmware FFP IAW SOW 3.3.3 FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101AA	Threatloads FFP CLASSIFIED Deliverable Period of Performance: M FOB: Destination	1	Each		(b) (4)
				MAX NET AMT	(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101AB	System Software/Firmware FFP Period of Performance: M FOB: Destination	1	Each		(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0101AC	Threatload Loading Softwa FFP Period of Performance: Mo FOB: Destination	1 re	Each		(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO 0101AD	SUPPLIES/SERVICES  Threatload Developer Tool FFP Period of Performance: Mo FOB: Destination		UNIT Each 24.	UNIT PRICE	(b) (4)	MAX AMOUNT
				MAX NET AMT		(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102	Engineering Support Servi FFP The Contractor shall provi 3.3.1. Fully burdened rate Pricing Spreadsheet. Any Period of Performance: M FOB: Destination	1 cces (ESS)  de technical and E s are incorporated orders placed will	into the contra not exceed the	act, Attachment J5, ESS	(b) (4)
				MAX NET AMT	(b) (4)
ITEM NO 0201	SUPPLIES/SERVICES  Software/Firmware  FFP  IAW SOW 3.3.3  FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201AA	Threatloads FFP CLASSIFIED Deliverable Period of Performance: M FOB: Destination	1	Each		(b) (4)
				MAX NET AMT	(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201AB	System Software/Firmware FFP Period of Performance: M FOB: Destination		Each 36.		
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0201AC	Threatload Loading Softwa FFP Period of Performance: Me FOB: Destination	1 are	Each		(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO 0201AD	SUPPLIES/SERVICES  Threatload Developer Tool	MAX QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	MAX AMOUNT
	FFP Period of Performance: Me FOB: Destination	onths 25 through	36.			
				MAX NET AMT		(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT (b) (4)
0202	Training Sessions FFP The contractor shall provide for operation and maintena material IAW SOW 3.6.6. FOB: Destination	ance of the systems			
				MAX NET AMT	(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202AA	Operator Training FFP Period of Performance: M FOB: Destination	1	Each		(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0202AB	Maintainer Training FFP Period of Performance: M. FOB: Destination	1	Each		(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0202AC	Travel for Operator/Maint	UNDEFINED	Lot		(b) (4)	
	Travel in support of CLIN value. Travel shall be in a Travel shall be invoiced at H-1. Performance: Months 25	ccordance with the cost and will be re	Joint Trave	l Regulations (JTR).		
	TOD. Destination			MAX COST		(b) (4)

ITEM NO 0203	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT <b>(b) (4)</b>
	Maintenance and Repair FFP					(-)
	The contractor shall proviservices for hardware, soft shall redmedy system failt FOB: Destination	ware/firmware, ar	nd repair parts			
				NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0203AA	Labor for Maintenance an	1 d Repair	Each		(b) (4)	
	Fully burdened rates are in Maintenance & Repair Prithese rates. Performance: Months 25 FOB: Destination	cing Spreadsheet.				
				MAX NET AMT		(b) (4)

ITEM NO 0203AB	SUPPLIES/SERVICES  Shipping (return) costs FFP Shipping (return) location IAW Attachment J4, Main Period of Performance: M FOB: Destination	ntenance & Repair	Pricing Sprea		(b) (4)	MAX AMOUNT
				MAX NET AMT		(b) (4)
ITEM NO 0204	SUPPLIES/SERVICES  Engineering Support Servi FFP The Contractor shall provi 3.3.1. Fully burdened rate Pricing Spreadsheet. Any	de technical and Es are incorporated	into the contr	act, Attachment J5, ESS	(b) (4)	MAX AMOUNT
	Period of Performance: M FOB: Destination			MAX NET AMT		(b) (4)

ITEM NO 0301	SUPPLIES/SERVICES  Software/Firmware FFP IAW SOW 3.3.3 FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 0301AA	SUPPLIES/SERVICES  Threatloads FFP CLASSIFIED Deliverable Period of Performance: M FOB: Destination	MAX QUANTITY 1 onths 37 through	UNIT Each 48.	UNIT PRICE	МАХ AMOUNT (b) (4)
				MAX NET AMT	(b) (4)
ITEM NO 0301AB	SUPPLIES/SERVICES  System Software/Firmware FFP Period of Performance: M FOB: Destination		UNIT Each 48.	UNIT PRICE	MAX AMOUNT (b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0301AC	Threatload Loading Softwa FFP Period of Performance: M FOB: Destination	1 are	Each		(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY 1	UNIT Each	UNIT PRICE	(b) (4)	MAX AMOUNT
	Threatload Developer Tool FFP Period of Performance: M FOB: Destination	I				
				MAX NET AMT		(b) (4)

ITEM NO 0302	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT <b>(b) (4)</b>
	Training Sessions				
	FFP The contractor shall provi	do porconnol and r	racourage to ac	anduat training sassions	
	The contractor shall provi for operation and mainten material IAW SOW 3.6.6	ance of the system			
	FOB: Destination				
				NET AMT	(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0302AA		QUANTITY 1	Each		(b) (4)
	Operator Training	_			
	FFP Period of Performance: N	Months 37 through	48.		
	FOB: Destination	ionais e, anough			
				MAX	(b) (4)
				NET AMT	<del>(</del> / ( /

ITEM NO 0302AB	Maintainer Training FFP Period of Performance: M	MAX QUANTITY 1  Ionths 37 through	UNIT Each 48.	UNIT PRICE	MAX AMOUNT (b) (4)
	FOB: Destination			MAX NET AMT	(b) (4)
ITEM NO 0302AC	SUPPLIES/SERVICES  Travel for Operator/Maint	MAX QUANTITY UNDEFINED ainer Training	UNIT Lot	UNIT PRICE	MAX AMOUNT
	Travel in support of CLIN value. Travel shall be in a Travel shall be invoiced at H-1. of Performance: Months 3 FOB: Destination	ccordance with the cost and will be re	e Joint Travel	Regulations (JTR).	
				MAX COST	(b) (4)

ITEM NO 0303	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT <b>(b) (4)</b>
0000	Maintenance and Repair					
	FFP	4	C 11	4		
	The contractor shall provi services for hardware, sof	tware/firmware, an	d repair parts			
	shall redmedy system failt FOB: Destination	ires IAW SOW 3.6	5.7.			
				NET AMT		(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0303AA		1	Each		(b) (4)	
	Labor for Maintenance an FFP	d Repair				
	Fully burdened rates are in Maintenance & Repair Pri					
	these rates.	eing Spreadsneet.	Any orders pr	Period of		
	Performance: Months 37 FOB: Destination	through 48.				
						(b) (4)
				MAX NET AMT		

ITEM NO 0303AB	SUPPLIES/SERVICES  Shipping (return) costs FFP Shipping (return) location IAW Attachment J4, Main Period of Performance: M FOB: Destination	ntenance & Repair	Pricing Sprea		(b) (4)	MAX AMOUNT
				MAX NET AMT		(b) (4)
ITEM NO 0304	SUPPLIES/SERVICES  Engineering Support Servi FFP The Contractor shall provi 3.3.1. Fully burdened rate ESS Pricing Spreadsheet. Period of Performance: M	de technical and E es are incorporated Any orders placed	l into the cont l will not exce	ract, Attachment J5,	(b) (4)	MAX AMOUNT
	FOB: Destination			MAX NET AMT		(b) (4)

ITEM NO 0401	SUPPLIES/SERVICES  Software/Firmware FFP IAW SOW 3.3.3 FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 0401AA	SUPPLIES/SERVICES  Threatloads FFP CLASSIFIED Deliverable Period of Performance: M. FOB: Destination		UNIT Each 60.	UNIT PRICE	MAX AMOUNT (b) (4)
	POD: Desunation			MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0401AB	System Software/Firmware FFP Period of Performance: M FOB: Destination	1 e	Each		(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO 0401AC	SUPPLIES/SERVICES  Threatload Loading Softw	MAX QUANTITY 1 are	UNIT Each	UNIT PRICE	(b) (4)	MAX AMOUNT
	Period of Performance: M FOB: Destination	Ionths 49 through	60.			
				MAX NET AMT		(b) (4)

ITEM NO 0401AD	Threatload Developer Too FFP Period of Performance: M FOB: Destination		UNIT Each 60.	UNIT PRICE	MAX AMOUNT (b) (4)
				MAX NET AMT	(b) (4)
ITEM NO 0402	SUPPLIES/SERVICES  Training Sessions FFP  The contractor shall provide for operation and maintena material IAW SOW 3.6.6. FOB: Destination	ance of the systems			AMOUNT (b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0402AA	Operator Training FFP Period of Performance: M FOB: Destination	1	Each		(b) (4)
				MAX NET AMT	(b) (4)
ITEM NO 0402AB	SUPPLIES/SERVICES	MAX QUANTITY 1	UNIT Each	UNIT PRICE	MAX AMOUNT <b>(b) (4)</b>
	Maintainer Training FFP Period of Performance: M FOB: Destination	Ionths 49 through	60.		
				MAX NET AMT	(b) (4)

ITEM NO 0402AC	SUPPLIES/SERVICES  Travel for Operator/Maint COST	MAX QUANTITY UNDEFINED ainer Training	UNIT Lot	UNIT PRICE	(b) (4)	MAX AMOUNT
	Travel in support of CLIN value. Travel shall be in a Travel shall be invoiced a H-1. of Performance: Months 4	ccordance with the cost and will be re	Joint Travel	Regulations (JTR).		
				MAX COST		(b) (4)
ITEM NO 0403	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	(b) (4)	MAX AMOUNT
0403	Maintenance and Repair FFP The contractor shall proviservices for hardware, soft that shall redmedy system FOB: Destination	de repair services, ware/firmware, and	d repair parts			
				MAX NET AMT		(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE		MAX AMOUNT
0403AA	Labor for Maintenance and FFP Fully burdened rates are in Maintenance & Repair Prithese rates. Performance: Months 49 FOB: Destination	1 d Repair ncorporated into the cing Spreadsheet.			(b) (4)	
				MAX NET AMT		(b) (4)
ITEM NO 0403AB	SUPPLIES/SERVICES  Shipping (return) costs FFP	MAX QUANTITY 1	UNIT Lot	UNIT PRICE	(b) (4)	MAX AMOUNT
	Shipping (return) location IAW Attachment J4, Main Period of Performance: M FOB: Destination	ntenance & Repair	r Pricing Sprea			
				MAX NET AMT		(b) (4)

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

1 Each (b) (4)

Engineering Support Services (ESS)

FFP

The Contractor shall provide technical and ESS on a fixed price basis IAW SOW

3.3.1. Fully burdened rates are incorporated into the contract, Attachment J5,

ESS Pricing Spreadsheet. Any orders placed will not exceed these rates.

Period of Performance: Months 49 through 60.

FOB: Destination

MAX
NET AMT

#### ORDERING PROCEDURES

#### **B.1 Ordering Procedures**

Marine Corps Systems Command intends to award multiple, firm-fixed-priced, Indefinite Delivery, Indefinite Quantity (IDIQ) contracts. These contracts will be awarded for the purpose of fulfilling Counter-Radio Electronic Warfare (CREW) Marine Expeditionary Unit (MEU) Special Operations Capable (SOC) Systems, with associated sustainment, engineering and depot services, logistics support, and training to the Marine Corps Operating force. Upon contract award, each awardee will receive issuance of Delivery Order 0001 for procurement of the minimum contract order quantity of five (5) Initial production Systems, which will be subjected to GAT in accordance with the contract. Upon successful completion of GAT, each awardee will receive a fair opportunity to compete for the follow on production units, which will be issued on a best value basis.

#### Additional Production Unit Quantity Orders

Any orders for production units beyond the initial production unit quantity are anticipated to be done via Fair Opportunity if all terms and conditions of the delivery order are met, including successful completion of GAT. It is the Government's intent that only the delivery orders for follow on production quantities will be competed via the fair opportunity procedures. Support CLINs for any production unit delivery orders awarded will be issued to the successful contractor in order to support the units being procured (e.g., training, spares, CDRLS, ESS) utilized

#### **B.2 Fair Opportunity Procedures**

Requests for Proposal for any order utilizing Fair Opportunity will be issued by the Contracting Officer. The RFP and proposals may be solicited/submitted by mail, by facsimile, or electronically (such as e-mail).

The Fair Opportunity RFP will include, at a minimum, the following: a description of the supplies/services required (to include quantities); delivery terms and conditions; period of performance; the requirements and method of proposal submission; evaluation criteria and procedures. Fair Opportunity RFPs may be contingent upon availability of funds.

Receipt of a Fair Opportunity RFP or submission of a Fair Opportunity proposal in no way obligates the Government to make a delivery order award.

The Government will use a best value tradeoff process in evaluating proposals for the follow-on production quantities, using the following factors, listed in descending order of importance:

#### Factors for Evaluation

- 1. Technical (to include the ability of the offeror to meet or exceed performance parameters from the proposal that were incorporated into the offeror's contract).
- 2. Delivery schedule
- 3. Past performance on previous orders and other contracts
- 4. Price
- 5. Impact on current orders

The Government reserves the right to issue any Delivery Orders without discussions.

#### **B. 3 Minimum Contract/Order Requirement**

The Government is obligated to purchase and the contractor is obligated to provide all products and work as required for the minimum amount covered by this contract. The guaranteed minimum purchase is five (5) Initial Production Systems from CLIN 0001.

The minimum contract/order requirement will be fulfilled by the issuance of Delivery Order (DO) 0001 to each awardee.

#### **B.3-1 Maximum Contract/Order Limitations**

Each awarded IDIQ contract will have a maximum contract/order limitation of \$90,000,000.00

#### **B.4 Delivery Order Issuance**

Delivery orders will be placed against this contract by the Government using a DD Form 1155. In accordance with FAR clause 52.216-18, orders may be issued orally, by mail, by facsimile, or electronically (such as email). If mailed or transmitted by facsimile, a delivery order is considered "issued" when the Government deposits the order in the mail or transmits the order by facsimile. Mailing includes transmittal by U.S. mail or private delivery services. If issued electronically, the order is considered "issued" when an executed order has been sent to the contractor electronically by the Government.

Orders for items that do not include Fair Opportunity for the production units will be made as described above and will be done in accordance with the ordering periods.

The pricing on delivery orders that cross ordering periods will be based upon the pricing that is effective at the time the order is issued, and will be effective throughout the period of performance for the delivery order.

#### **B.5 Ordering Period**

Delivery Orders will be placed against this contract, within a period of five (5) years after the award date of the contract.

#### **B.6 Ordering Agency**

The agency authorized to place Delivery Orders against this contract is:

Commander Marine Corps Systems Command 2200 Lester Street Quantico, VA 22134

# Section C - Descriptions and Specifications

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## **Statement of Work for CREW MEU(SOC)**

## 1.0 Scope

The United States Marine Corps (USMC) Counter Radio-Controlled Improvised Explosive Device (RCIED) Electronic Warfare (CREW) Marine Expeditionary Unit (MEU) Special Operations Capable (SOC) Program initiative, hereafter referred to as CREW MEU(SOC), addresses urgent and compelling operational requirements to counter the threat posed by RCIEDs.

#### 1.1 Background

The CREW MEU(SOC) program addresses an urgent and compelling need for a capability to counter the threat posed by Improvised Explosive Devices (IED)s. The CREW MEU(SOC) systems will provide our fighting forces with an IED defeat capability, superior to the Counter RCIED systems currently available, in an effort to defeat a constantly evolving threat.

## 1.2 Program Description

The CREW MEU(SOC) systems will operate worldwide, supporting United States (U.S.) Forces' dominance over the electromagnetic spectrum, and will not require new or unique communication systems, but will operate within the bandwidth and quality of service of current and future systems. The CREW MEU(SOC) systems will be capable of functioning in a standalone mode (as do legacy systems).

While there are several CREW system designs in various stages of development, production, fielding, and sustainment, there is an urgent need to provide Marines protection from current and emerging threats. The CREW MEU(SOC) program will use Non Developmental Item (NDI) based Dismounted systems that are able to counter current and emerging threats. The specific operational and technical requirements of the NDI based systems to be procured will be provided throughout this Statement of Work (SOW) and the Performance Specification (PSPEC).

#### 2.0 Applicable Documents

The Contractor shall utilize the revision effective as of the date of Request for Proposals (RFP) release for each of the documents listed in the following subparagraphs and to the extent specified in the requirements of this SOW.

Unless otherwise indicated, copies of federal and military specifications, standards, and handbooks are available on the internet at the Department of Defense (DoD) Single Stock Point at <a href="http://dodssp.daps.dla mil">http://dodssp.daps.dla mil</a>. Joint Chief of Staff, DoD Directives (DoDD), DoD Instructions (DoDI) and Publication documents can be found on <a href="http://www.dtic.mil/whs/directives">http://www.dtic.mil/whs/directives</a>. Non-Government documents should be obtained from the commercial sources.

The specifications, standards, and handbooks listed form a part of this SOW to the extent cited herein. All reference documents may be used for guidance unless otherwise specified within the body of this SOW. Guidance documents may be used as an aid in identifying applicable topics to be addressed consistent with meeting the requirements of the contract. The Contractor shall

propose alternatives to the specifications and standards cited herein, if it would enhance system performance or cost effectiveness, as necessary.

# 2.1 CREW MEU(SOC) PSPEC

Number	Title and Revision Number	Date	Required or Guidance
PMS 408	CREW MEU(SOC) Performance Specification (PSPEC)	2 May 2013	Required

# 2.2 Military Standards, Specifications, and Handbooks

Number	Title and Revision Number	Date	Required or Guidance
MIL-HDBK-61A	Configuration Management Guidance	29 June 2007	Guidance
MIL-HDBK-470A	Designing and Developing Maintainable Products and Systems, with Validation Notice 2, 31 May 2012	04 August 1997	Guidance
MIL-HDBK-781A	Reliability Test Methods, Plan and Environments for Engineering, Development, Qualification and Production Handbook	01 April 1996	Guidance
MIL-HDBK-2164A	Environmental Stress Screening Process for Electronic Equipment	19 June 1996	Guidance
MIL-HDBK-29612 Series	Guidance for Acquisition of Training Data Products and Services	30 July 1999	Guidance
MIL-HDBK- 29612-2A	Department of Defense Handbook: Instructional Systems Development/Systems Approach to training and Education	31 August 2011	Guidance
MIL-PRF-29612B	Training Data Products	31 August 2001	Guidance
MIL-STD-129P w/Change 4	Military Marking for Shipment and Storage	19 September 2007	Required
MIL-STD-130N	Identification Marking of U.S. Military Property	17 December 2007	Required
MIL-STD-882E	System Safety	11 May 2012	Required
MIL-STD-1472G	Design Criteria Standard Human Engineering	11 January 2012	Required
MIL-STD-2073-1E	DoD Standard Practice for	07 January 2011	Required

Number	Title and Revision Number	Date	Required or Guidance
	Military Packaging with Change 1		
MIL-DTL-	Commercial Off-The-Shelf	03 November	Required
24784/4C	(COTS) Equipment Manual	2007	
	Requirements		

# 2.3 Department of Defense Regulations, Directives and Instructions

Number	Title and Revision Number	Date	Required or Guidance
DoDD 1322.18	Military Training	13 January 2009	Required
DoDD 8500.1E	Information Assurance	24 October 2010	Required
DoDD 8570.01-M	Information Assurance Work Force Improvement Program w/ Change 3	24 January 2012	Required
DoDI 5200.39	Critical Program Information (CPI) Protection within the Department of Defense	16 July 2008; Change 1, 28 December 2010	Required
DoDI 8500.2	Information Assurance (IA) Implementation	06 February 2003	Required
DoDI 8582.10	Security of Unclassified DoD Information on Non-DoD Information Systems	06 June 2012	Required

# 2.4 Other Government Guidance

Number	Title and Revision Number	Date
	PMS 408 JCREW Configuration	September 2009
	Management Plan	
OPNAVINST	JCREW Program Security Classification	02 April 2007
S5513.8B-88.1	Guide	-
Version 1.1	PMS 408 Load Set Development Change	11 April 2011
DISA	Security Technical Implementation Guides	Various
	(STIG)	
	<ul> <li>Information Assurance Vulnerability</li> </ul>	
	Management (IAVM) 2012-Benchmark	
	Host Based Security System [HBSS]	
	only) Public Key Infrastructure (PKI)	
	<ul> <li>Draft Traditional Security STIG</li> </ul>	
	- IAVM to Common Vulnerabilities and	
	Exposures (CVE) Mapping	

Number	Title and Revision Number	Date
	Spreadsheet - Draft Application Server Security Requirements Guide (SRG), Version 1, Release 0.2 - Mobile OS SRG, Version 1, Release 1	
DoD	Manufacturing Readiness Level (MRL) Deskbook Version 2.2	July 2012
MCO 1553.2B	Management of Marine Corps Formal Schools and Training Detachments	1 April 2011
MCO 1553.3A	Unit Training Management (UTM)	22 Jan 2004
TM 10510-OC/10	U.S. Marine Corps Technical Manual - General Purpose Test Measurement and Diagnostic Equipment (TMDE) Listing (Including Ancillery Support Items and Tool Kits)	January 2013
N/A	USMC Test Set, Countermeasure Set (UTS) Technical Manual	20 November 2010
N/A	CVRJ ATE Product Description	March 2013

# 2.5 Non-Government and Commercial Standards, Specification and Other Applicable Publications

Number	Title and Revision Number	Date	Required or Guidance
ANSI/EIA-649-B	National Consensus Standard For Configuration Management	April 2011	Guidance
ASTM-D 3951-10	Standard Practice for Commercial Packaging	15 August 2010	Required
ANSI/ISO/ASQ Q9001-2008	Quality Management System Standards	2008	Required
ASME Y14.100	Engineering Drawing Practices, Revision 04	2009	Required
ASME Y14.34M	Parts List, Data Lists, and Index Lists, Associated Lists, Revisions 96	January 2008	Required
ASME Y14.35M	Revision of Engineering Drawings and Associated Documents, Revision 97	January 2008	Required
IEC 60812 ED.20 V: 2006	Analysis Techniques for Reliability – Procedure for Failure Mode and Effects Analysis	2006	Required

Number	Title and Revision Number	Date	Required
			or
			Guidance
	(FMEA)		
TA-STD-0017	Product Support Analysis	1 November	Guidance
		2012	
GEIA-STD-0007, Rev	Logistics Product Data Reports	1 June 2010	Required
Α			
SAE AS5553	Counterfeit Electronic Parts;	02 April	Guidance
	Avoidance, Detection, Mitigation,	2009	
	and Disposition		

#### 2.6 Definitions

The Contractor shall use the following definitions to ensure clarity during the contract period.

#### 2.6.1 Dismounted System

A Dismounted system equates to a multi pack or single pack system solution, as defined in the PSPEC. In addition to the receiver/transmitter, the system shall include, at a minimum, any hardware, firmware, software, shipping/transit containers, batteries, battery case, and the load carriage system for carrying the pack and all the components necessary to operate, and zeroize the system to achieve the requirements defined in the PSPEC. Operator Manuals and QRGs are included in the definition.

## 2.6.2 Initial/Production Systems

Initial systems are the first five (5) production systems to be used for Government Acceptance Testing (GAT). All other systems are referred to as production systems.

## 3.0 CREW MEU(SOC) Requirements

## 3.1 Systems

## 3.1.1 System Hardware, Software and Firmware

The Contractor shall manufacture and deliver Dismounted systems to meet USMC's urgent requirement. The Contractor shall ensure CREW MEU(SOC) systems comply with all PSPEC requirements. The Contractor shall provide an As Built Configuration List (ABCL)/Bill of Materials (BOM) Lists which shall include necessary hardware and software from programming the systems through mission execution, and data log transfer. Contractors shall provide a ABCL/BOM Lists (A001) for each system delivered. Delivery of each system shall also include one hard copy of the QRG and a Compact Disk - Read Only Memory (CD-ROM) copy of the Operator's Manual. Systems shall include a standard commercial warranty. The Contractor shall deliver an Interface Control Document (ICD) (A002).

## 3.2 Program Management

The Contractor shall establish and maintain a Program Management (PM) process that ensures all work associated with this SOW is completed on time and meets all technical objectives within the Government's requirements. PM shall include appropriate metrics and tracking processes to allow clear visibility into the program. The Contractor shall designate a Program Manager who will be accountable and responsible for all work conducted within this contract and ensure that all work is planned and executed in a manner that will achieve all management, technical, logistics, financial and schedule requirements. The Contractor shall report current progress in a Management Information System (MIS) Dashboard report (A003) using a graphic form by comparison of their planned objectives for flow of data, materials and components into manufacturer of end items as related to delivery requirements.

#### 3.2.1 Schedule Management

The Contractor shall develop and maintain an Integrated Master Schedule (IMS) (A004) for program control, status monitoring and reporting purposes necessary to successfully execute this contract. The IMS shall include the efforts of all activities, including Contractor, key supplier, and sub-Contractor, and present a current, integrated view of the contract schedule that is consistent with resource plans and other approved documentation. The IMS shall be sufficiently detailed such that critical and high-risk efforts are identified and planned as realistically as possible to assure executability.

The IMS shall be structured by logically linking program activities, program milestones, planned events, major tasks and efforts, including but not limited to Fabrication Schedule and Testing Schedule from contract award to contract completion. The IMS shall be extended and expanded as the contract progresses and when additional insight is needed. The Contractor shall notify the PCO in writing within 72 hours of any anticipated or projected work stoppages or delays that will impact the schedule five (5) working days or more. The Contractor shall provide work-around and/or recovery schedules/plans, and associated impacts due to schedule changes.

At a minimum, all monthly submissions shall include a written schedule analysis to identify, document and communicate changes of five (5) working days or greater to:

- Project Critical Path,
- Next major schedule event, milestone or other tasks, and
- Near Critical Path task/activity actual start and/or actual finish date variances (5 days float).

The schedule narrative shall address progress to date and discuss any significant schedule changes (e.g.: added/deleted tasks, any significant logic revisions and all programmatic schedule assumption changes.)

## 3.2.2 Meetings

The Contractor shall coordinate, schedule, prepare, conduct, facilitate, and participate in reviews, meetings, and conferences specified herein. Meetings may be enabled through the use of

Defense Connect Online (DCO) or Secure Video Teleconference Center (SVTC). The Government reserves the right to attend meetings between the prime and sub-Contractors. The Contractor shall provide presentation materials (A005). Read-ahead Contractor presentation materials shall be delivered to the Government at least three (3) working days prior to all meetings. The Contractor shall provide and agenda (A006) and minutes to support meetings (A007). At a minimum, the Contractor shall support meetings identified within the following paragraphs:

#### 3.2.2.1 Post Award Kickoff Meeting

The Contractor shall provide for a one day classified and unclassified post award kickoff meeting within two (2) weeks of contract award at the Contractor's production facility. Additional meeting spaces shall be made available to enable Classified or Unclassified follow-on discussions. The Contractor shall provide a detailed briefing on their management and contract execution strategy as well as their detailed program schedule. Additionally, special interest and possibly classified topics incorporated into the CREW MEU(SOC) systems' shall be briefed at the kickoff meeting included but not limited to:

- Program management approach,
- Organizational structure,
- Schedule,
- System Design and Performance,
- Past Testing/Results that demonstrate meeting PSPEC requirements,
- RFD/RFW from PSPEC,
- SSE/IA status,
- Risk/Opportunity assessment,
- Quality Management,
- Production Readiness including Manufacturing Readiness,
- Environmental, Safety and Occupational Health (ESOH) program and hazard status,
- Human Systems Integration,
- Built-In-Test (BIT) Capabilities,
- Counterfeit Parts and Materials,
- Supply Support/Provisioning,
- Technical Manual and
- Training.

#### 3.2.2.2 Monthly Progress Meetings

The Contractor shall schedule monthly progress meetings with the Government to enable deliverables on the contract and monitor progress. These can be conducted via teleconference, DCO or SVTC.

## 3.2.2.3 Technical Interchange Meetings

Technical Interchange Meetings (TIMs) will be scheduled, as required by the Government Integrated Product Team ((IPT) and/or Working Groups (WGs) to focus on specific

supportability and engineering discussions. TIMs may include topics such as interfaces, IA, SSE, technical manuals, training materials, etc., during the execution of this contract. The Contractor shall host a TIM for Special Security Engineering (SSE) within 60 days of contract award. The Contractor shall be provided with not less than one (1) week advance notice of the date of any planned TIM and shall provide necessary resources. TIMs may be conducted in person, via DCO or SVTC.

## 3.2.3 Integrated Product Team (IPT)

The Contractor shall participate with the Government on IPTs and lower level WGs to ensure integrated and coordinated work across all elements of the CREW MEU(SOC) program. The functional areas for Acquisition Management, Production, Systems Engineering (SE), Supportability, Test and Evaluation (T&E), Safety and Human Systems Integration (HSI) are represented on Government IPTs.

#### 3.2.4 Data Management

The Contractor shall use the Government furnished Integrated Data (Digital) Environment (IDE) (to include Non-classified Internet Protocol Router (NIPR) or Secret Internet Protocol Router (SIPR) or both) to document all aspects of the program, including the production drawings, integration and test engineering efforts, the Contractor's SE efforts, integrated logistics support efforts, and the Contractor's PM effort. Information concerning IDE use, file structure, and access will be provided as GFI. Access to the IDE will require the issuance of DoD approved Public Key Infrastructure (PKI) certificates. A maximum of three PKI certificates will be allowed for each Contractor. The Government reserves the right to review all data associated with the CREW MEU(SOC) systems.

## 3.2.5 Risk and Opportunity Management

The Contractor shall maintain a robust and proactive Risk/Opportunity Management program and process that identifies and evaluates program risks and opportunities and executes mitigation/capture strategies, as appropriate. All aspects of the program shall be assessed for potential risk and opportunity including technical, environmental, safety, cost, and schedule components. This process shall be institutionalized and work across the Contractor's entire IPT structure.

#### 3.2.5.1 Risks

Risks shall be evaluated as to their impact on Cost, Schedule, and Performance objectives. Mitigation plans, that will reduce the risks to an acceptable management level, shall be put into place for all risks assessed as either high or medium IAW the criteria contained in the Joint CREW (JCREW) Increment 1, Block 1 (I1B1) Risk Management Plan provided as GFI. Mitigation/burn down plans shall be managed and updated as contract performance proceeds and shall be identifiable in the IMS. All risks shall be identified and reported to the Government in the Contractor's Progress, Status and Management Report (CPS&MR) (A008).

## 3.2.5.2 Opportunities

Opportunities shall be evaluated as to their potential to provide early deliveries or enhanced technical performance. Capture plans shall be put into place for all opportunities assessed as either high or medium. All Capture plans shall be analyzed to weigh the potential benefit against the cost that would be incurred to ensure a positive outcome. Capture plans shall be managed and updated as contract performance proceeds. All opportunities shall be identified and reported to the Government in the monthly report as part of CDRL (A008).

#### 3.3 System Engineering

The Contractor shall document, integrate, manufacture, and test CREW MEU(SOC) systems to meet the PSPEC. The Contractor shall observe strict SE change management processes using ANSI/EIA-649-B and MIL-HDBK-61A (SE) as guidance and shall document revisions to any design documentation related to design baselines in the Baseline Description Document (BDD) (A009). The Contractor shall maintain a Configuration Management (CM) process capable of processing required configuration changes in a timeframe that enables identification, evaluation, and implementation of proposed changes without impact to production schedules. Any changes to the approved product baseline shall be processed IAW the PMS 408 CM Plan and the PMS 408 Load Set Development Change Process provided as GFI at contract award.

Any deviations, waivers, and engineering changes shall be defined via Requests for Deviations (RFDs) (A010), Request for Waivers (RFWs) (A011), and Engineering Change Proposals (ECPs) (A012) to the Government for review and approval. The Government is the determination authority for execution of all Class I ECPs. A Class I ECP covers those changes that affect form, fit, function, interfaces, production schedule, or logistics support. The Contractor shall ensure the Government is informed of all Class II changes prior to implementation, Notice of Revisions (A013). The product baseline is established by As Build Configuration List (ABCL) (SOW paragraph 3.1.1) and Software Version Description (SVD) (SOW paragraph 3.3.3) delivered with initial system tested by the government.

## 3.3.1 Engineering Support Services (ESS)

The Contractor shall provide technical and ESS on a fixed price basis as directed by Government issued delivery order. In accordance with delivery order, the Contractor may be required to provide the necessary personnel, equipment and facilities to execute tasks to include troubleshooting of electronic/electrical hardware; generation of test, status, engineering cost analysis, verification and validation of system operational specifications; sustainment engineering; training; travel and field support. The task will be summarized in a technical report (A014). The Contractor shall include the following in their CPS&MR (A008):

- Summary of any issues encountered,
- Estimate of percent complete,
- Summary of work accomplished.

## 3.3.2 Configuration Management (CM)

The Contractor shall implement a Configuration Management program using ANSI/EIA-649-B and MIL-HDBK-61A(SE) as guidance. The Contractor's CM efforts shall include configuration identification; configuration change control; hardware, software/firmware, and loadset CM, Configuration Status Accounting (CSA); and configuration data management. The Contractor's CM approach shall ensure management, control, and execution of all CM necessary to control the technical documents used to produce functional and physical characteristics of hardware, firmware, and software.

The Contractor shall maintain a CM process capable of processing required configuration changes in a timeframe that enables identification, evaluation, and implementation of proposed changes without impact to production schedules. The Contractor shall be responsible for ensuring that all Sub-Contractors also adhere to documented CM practices to ensure delivery of a quality product to the Government. The Government shall be notified seven (7) working days in advance and have the opportunity to participate in all Contractor Configuration Control Board (CCCBs).

The Government has a requirement to ensure that the latest technology is available at the time of order and subsequent delivery for the system. The Contractor shall implement program to continually provide technology upgrades, technology refreshment, and/or technology insertion to ensure that Contractor furnished subsystems, equipment, and software are not technologically obsolete at delivery of the production unit. This is a requirement of all production lot units, but changes shall be approved by the Government. Any technology upgrades or other changes shall be incorporated into future systems

The Contractor shall provide any software changes, technical upgrades or version updates produced after initial software introduction, and shall ensure those changes are installed in the applicable system/equipment before delivery; those changes shall also be provided to the government as a copy at delivery of the production units. These changes shall also be reflected in the applicable documentation or manual that documents the baseline configuration and subsequent changes and provided to the Government as updated TDP or manuals. Technology considered to be obsolete shall be replaced by the Contractor with current technology if any one of the following criteria is met:

- Products not in production or expected to be phased out of production by the original equipment manufacturer within two years following production unit delivery.
- Products no longer commercially supported or any component without a supplier documented plan to support for ten years following production unit delivery.
- Products whose maintenance costs exceed replacement costs with current technology.

The Contractor shall ensure that enhancements incorporated do not degrade performance. For enhancement items that will potentially increase the cost of contract performance, removal of technically antiquated or unsupported equipment and replacement with technically superior equipment shall not occur without prior Government approval via an ECP (A012).

Additionally, for any changes in technology or enhancement will require units to undergo testing to ensure that they meet the requirements of the contract, the contractor shall be responsible for the costs of the testing to be accomplished.

## 3.3.2.1 Contractor Configuration Control Board (CCCB)

The Government will have approval of all Class I changes from the approved Product Baseline for the CREW MEU(SOC) systems. The product baseline is established by the ABCL and SVD delivered to the Government with the Initial systems. The CCCB is formed to review Engineering Change Proposals (ECPs) and make a recommendation to approve or not approve the proposed change. Members advise and recommend, but the authority for Class I changes rests with the Government. The CCCB membership shall represent the user (Government [observer or member]) and the six primary functions; Procurement, Logistics which includes Training and Maintenance, SE, Program Control (Budget), Test and Evaluation, Safety, as well as Configuration Control, who serves as the CCCB secretariat.

#### 3.3.2.2 Reviews and Audits

The Contractor shall support the Government in conducting reviews and audits. Support shall include providing technical documentation, equipment, facilities and services, including disassembly and reassembly of systems. The Contractor shall respond to findings, recommend corrective actions, and resolve all deficiencies identified during these reviews and audits.

## 3.3.2.2.1 Physical Configuration Audit

Under the production delivery order(s) the Contractor shall be prepared to assist and participate in the Government Physical Configuration Audit (PCA) to be conducted on production systems. Guidelines are contained in MIL-HDBK-61A, Section 8. The objective and purpose of the PCA is to examine the actual configuration of the CREW MEU(SOC) systems being produced in order to verify that the related design documentation matches the item as specified in the contract. In addition to the standard practice of assuring product verification, the PCA confirms that the Contractor's manufacturing processes, quality control system, measurement and test equipment, and training are adequately planned, followed, and controlled (A015). Entrance Criteria for the PCA is as follows:

- Audit Plan and agenda,
- Specifications have been completed, and
- All required documentation has been baselined.

#### Exit Criteria for the PCA is as follows:

- The design and manufacturing documentation match the item as specified in the contract,
- All action items, critical RFAs, and non-critical RFAs captured and agreed upon with a plan for resolution,
- Any changes to architecture products have been reviewed and, where appropriate, approved,

- Physical CIs meet product specifications, and
- Performing activities demonstrate that SE, production, test and logistics processes conform with SE, production, test and logistics documentation (respectively).

#### 3.3.3 Software and Firmware

The Contractor shall deliver a Software Version Description Document (SVD) (A016) for software and software/firmware products. The SVD will be used to establish maintain the product baseline for all software. Additional software/firmware deliverables and associated Contract Data Requirements List (CDRL) (in parentheses) are:

- Threatloads (Human Readable Materials [A017])
- Software/Firmware Updates for receiver/transmitter
- Threatload Loading Application Graphical User Interface (GUI) Software Users Manual (SUM) (A018)
- Threatload Developer Tool GUI SUM (A018)

The Contractor shall deliver software (GUI/application/software package) that represents the software documentation, and is software configuration on a CD-ROM, labeled with appropriate system software name, version ID, and classification.

The SVD shall detail all operating systems with their associated kernel version, configuration, operational libraries, and firmware. The SVD shall also include a description of changes from the previous software/firmware baseline and essential work-around for known deficiencies. The SVD shall identify all targeted hardware with descriptions of unique configurations if required. In addition, the SVD shall include applicable software and firmware installation procedures. The SVD shall also list load set files that are compatible with the software/firmware release.

The Contractor shall deliver two Software User's Manuals (SUM) (A018). A Threatload Loading Application SUM that provides detailed instructions for a system user to install/update software and operate the system. A Threatload Developer Tool SUM shall also provide user instructions for updating and configuring "load sets" and restoring a system after being zeroized.

The Contractor shall provide one threat load for the initial systems which provides the necessary threat coverage and in accordance with the PSPEC, and restricted range frequencies. This shall also include, if required, system software and firmware changes to support all techniques to meet the PSPEC including the threat load priority list (A017). The Contractor shall also provide a human readable version of the threat load with a Threat Load Development Software Tool such as a GUI. The Contractor shall deliver the threat load development software and programming tool. The Contractor shall be required to deliver up to four additional threat loads per year for the period of performance of the contract based on updated threat lists.

#### 3.3.4 Human Systems Integration

The Contractor shall have a Human Systems Integration (HSI) program that is IAW MIL-STD-1472G, Department of Defense Design Criteria Standard Human Engineering and the PSPEC. The Contractor's HSI program shall identify and document all tasks for Operators, Maintainers and Support Personnel within the Human Engineering Systems Analysis Report (HESAR) (A019), developed from the top down functional analysis. The HSI program shall be briefed during the Post Award Kickoff Meeting.

## 3.3.5 Environmental, Safety and Occupational Health

The Contractor shall ensure the CREW MEU(SOC) system manufacturing, production, demilitarization, and disposal complies with all applicable local, state, federal, and international environmental protection laws, regulations, treaties, and agreements for the period of performance of this contract, as well as IAW the PSPEC. The Contractor shall define its system safety program which identifies and evaluates safety and health hazards, define risk levels, and establish a safety program that manages the probability and severity of all hazards associated with development, use, and disposal of the system IAW MIL-STD-882E. This shall include the identification of hardware and software related hazards and recommended mitigations to eliminate or reduce the hazards to a level acceptable to the Government.

The Contractor shall make recommendations to hazards with the interface of this system with other systems, as contractually required. The Contractor shall identify health hazards, evaluate proposed hazardous materials, and propose protective measures to reduce the associated risk to a level acceptable by the Government. This information will be provided by the Contractor in a Safety Assessment Report (SAR) that shall include a signed statement that all identified hazards have been eliminated or associated risks controlled to acceptable levels and that the system is ready to test, field, or operate. The Contractor shall provide Material Safety Data Sheets (MSDSs) as part of the SAR (A020).

## 3.3.6 Failure Reporting, Analysis and Corrective Action System (FRACAS)

The Contractor's FRACAS in accordance with the Contractor's internal FRACAS. The Contractor's FRACAS shall include a closed loop failure reporting system, procedures for analysis of failures to determine cause, and documentation for recording corrective actions taken. All hardware/software failures from system level down to the component level shall be subject to these requirements. The Contractor shall notify the Government within 24 hours and document in the IDE any critical failure, which impacts cost, schedule, producibility, interface, performance, or safety. Failures, which are not defined as critical, be documented and reported in the Government progress meetings reported in the CPS&M Report (A008), and the Contractor shall conduct and submit a Failure Analysis and Corrective Action Report (FACAR) (A021).

During GAT, failures, built-in test (BIT) anomalies (e.g., BIT failure to detect, BIT failure to isolate properly, and BIT false alarms), or non-conformances experienced from the end item level (Lowest Replaceable Unit [LRU] or lower) through the system level shall be subjected to the Contractor's FRACAS. The Contractor shall perform failure analyses on all reported failures and BIT anomalies to the level required to determine the cause of failure, define the failure

mechanism, and develop corrective actions to eliminate or limit their recurrence. The Contractor shall document all failures, BIT anomalies, analysis and corrective actions via the FACAR.

Corrective actions must meet the following criteria:

- Be established (analytically or by test) as an effective corrective action to the satisfaction of the program office, and
- Be scheduled for incorporation into production equipment via official change controls, as approved by the program office.

## 3.3.6.1 Failure Review Board (FRB)

The Contractor shall conduct a FRB IAW the Contractor's approved FRACAS Plan and Procedures. The Government shall be invited to participate as an active member of the FRB. The program office shall be notified of the FRB meeting dates at least 10 working days in advance. The FRB shall meet as often as necessary. However, the FRB shall not meet less frequently than monthly during any period when open failure reports exist.

## 3.3.7 Failure Modes, Effects, and Criticality Analysis

The Contractor shall deliver a Failure Modes, Effects, and Criticality Analyses (FMECA) (A022) to address all failure modes in the CREW MEU(SOC) systems. The FMECA shall reflect the baseline design IAW Analysis Techniques for Reliability – Procedure for Failure Mode and Effects Analysis (FMEA), IEC 60812 ED.20 V: 2006. The FMECA shall clearly identify those failure modes which are detectable by BIT.

## 3.4 Test and Evaluation (T&E)

The Contractor shall perform Factory Acceptance Testing on all systems and shall subject any and all failures to FRACAS as identified above. For the initial systems, the systems must pass Factory Acceptance Testing, and will then be shipped in place for those portions of GAT that are to be performed at the Contractor facility. Government personnel will witness the GAT events performed at the Contractor facility. Data collection will be performed by Contractor and Government personnel. Once this portion of GAT has been successfully completed, the systems will then be shipped to the Government testing facilities for the remainder of GAT.

## 3.4.1 Factory Acceptance Testing

All systems shall undergo Factory Acceptance Testing, The Contractor shall conduct Factory Acceptance Testing on all systems to validate that the systems are of high quality, free of defects, are operational upon delivery, and that the system performance meets or exceeds that proposed via the Contractor's proposal (as incorporated into the contract) and demonstrated during the GAT. The Contractor shall submit for approval a Factory Acceptance Test Plan (A023) and procedures that will be used to evaluate the system performance and manufacturing procedures for meeting the PSPEC and contract requirements.

The Contractor shall notify the Contracting Officer Representative (COR) ten (10) days prior to acceptance testing of each production lot. The COR or his/her representative may witness the

final acceptance testing. However, the Contractor need not delay testing to allow COR attendance.

The Contractor shall conduct Factory Acceptance Testing at the Contractor's facility to maximize the use of bench and subsystem testing. Factory Acceptance Testing shall not include range testing. The Contractor is responsible for establishing a production schedule and conducting sufficient subsystem and component testing to ensure that the final production systems achieve the required quality and performance levels. Acceptance testing plans and procedures should include, at a minimum, the ability of CREW MEU(SOC) systems to comply with the requirements indicated for contract verification in the PSPEC. The Contractor shall submit a Factory Acceptance Test Report (A024) at the conclusion of Factory Acceptance Test.

## **3.4.2** Government Acceptance Testing (GAT)

Government Acceptance Testing (GAT) is a series of tests performed on the initial systems, which when complete and approved, demonstrates that the Contractor can furnish a product that conforms to all contract requirements. Proposed performance levels will become the contract threshold levels, if they are above Government threshold values.

The Contractor shall deliver a Government Acceptance Test Plan (A025) and Test Report (A026) for verification of those PSPEC items as listed as Contractor in Section 4, Verification, Table 3, Requirement Verification Cross Reference Matrix in the PSPEC. The Contractor shall be prepared to execute the GAT at their facility 90 days after contract award. Systems must pass GAT for the Contractor to proceed to competition for further production systems. Within 180 calendar days after the Government receives the initial systems, the Contracting Officer shall notify the Contractor, in writing, of the results of GAT. A notice of failure shall cite reasons for the failures, and further instruction if needed.

If an initial system fails a GAT, the Contractor shall subject all failures to the Contractor's FRACAS process and make any necessary changes, modifications, or repairs to the system and deliver it to the Government or deliver another system for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional units to the Government under the terms and conditions and within the time specified by the Government.

The Contractor is responsible for providing operating and maintenance instruction, spare parts, support, and repair of the initial systems during any GAT. Any system hardware failures shall be remedied within 24 hours for all locations where on-site support is provided by the Contractor. Contractor on-site support is not required at NSWC Dahlgren and 72 hours is allowed to remedy failures at this location.

If the Contractor fails to deliver systems meeting all contractual requirements, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

## 3.4.2.1 Test Readiness Review (TRR)

The Contractor shall participate in Government led Test Readiness Reviews (TRR) to determine the readiness of the initial systems and the Contractor to begin GAT. The TRRs may be held remotely via DCO.

To support GAT, Contractors shall submit the Application for Equipment Frequency Allocation Data, (**A027**) DD Form 1494 supporting Spectrum Certification activities. The Contractor shall submit DD1494-1 through DD1494-4 in order to obtain Electronic Attack (EA) Clearance to perform GAT.

To aid in Safety Assessments prior to GAT, the Contractor shall submit a Safety Assessment Report (SAR) (A020). The SAR should include a systems description and unclassified photos of the system. The SAR shall be unclassified unless classified information must be included. In this instance, the classified information shall be included in a classified annex.

Should the Contractor fail to meet the requirements necessary to proceed to GAT at the TRR, the Contractor will be given 48 hours to gather and/or resolve any issues.

## 3.4.2.1.1 Entrance and Exit Criteria

The entrance criterion includes the Government approval of the following data items:

- Test Plans for Factory Acceptance Testing (A023),
- Test Event Data and Test Results/Reports for Factory Acceptance Testing (A024),
- Test Plans for GAT events to be performed at the Contractor site (A025),
- ABCL (A001),
- SVD (A016),
- Frequency Allocation Data 1494 (A027), and
- SAR (A020).

The GAT TRR Exit criteria will be satisfied when all TRR action items have been closed.

# 3.4.2.2 GAT to be Performed at the Contractor Facility

Government personnel will witness the GAT events performed at the Contractor facility. Testing will be performed by the Contractor. Data collection will be performed by Contractor and Government personnel.

# 3.4.2.3 GAT Performed at Government Facilities

Government testing will be conducted at four test sites, NSWC Crane, NSWC Dahlgren, San Antonio (for dismounted systems), and Yuma Proving Grounds (YPG), as indicated in PSPEC. The Contractor shall provide on-site support for the testing at NSWC Crane. The Contractor shall estimate one (1) person for one (1) week for support at NSWC Crane. The Contractor shall provide on-site support for the testing at YPG. The Contractor shall estimate one (1) person for three (3) weeks support at YPG. Contractors shall provide on-site support for the Dismounted system for HERx testing at San Antonio. The Contractor shall estimate one (1) person for one

(1) week support at San Antonio. The Contractor shall also provide necessary training, spares and all ancillary equipment to operate and maintain the systems during onsite support and testing. The contactor is not required to provide on-site support at NSWC Dahlgren..

## 3.4.2.3.1 Dismounted Field User Evaluation

The Dismounted Field User Evaluation is a part of GAT and the tasks to be evaluated include the following:

- Move across uneven terrain while carrying mission essential equipment,
- Climb over walls,
- Ingress and egress military aircraft and vehicles; transportation within (V-22, CH-46, AAV, MTVR, and LAV),
- Crawl through small domicile, (low door ), openings/tunnels/culverts,
- Move through woodland and jungle vegetation,
- Jump across ditches,
- Cross water obstacles by wading/swimming,
- Kick-in doors,
- Clear rooms, and
- Perform all weapon operations while in prone, kneeling and standing positions.

# 3.5 Production Planning/Readiness

The Contactor shall demonstrate that the system is producible using the definitions, criteria, and processes defined in the Manufacturing Readiness Level Desk Book Version 2.2 as a guide (http://www.dodmrl.com). A Manufacturing Readiness Assessment (MRA) will be conducted by the Government during initial system production to assess the Contractor's production capacity for future production system orders.

## 3.5.1 Manufacturing Readiness Assessment (MRA)

After initial system delivery order award, the Contractor shall schedule and host a Government visit to their facility for up to three (3) days to perform a Manufacturing Readiness Assessment (MRA). The Contractor will be provided with not less than one (1) week advance notice of the date of the site visit. The Contractor shall be prepared to answer questions and demonstrate manufacturing readiness at this meeting.

# 3.5.2 Quality Management Planning

The Contractor's quality management program shall be in compliance with applicable ANSI/ISO/ASQ 9001:2008 standards or higher. Registration is preferred, however not required. All manufacturing processes and quality systems procedures shall also be IAW applicable ANSI/ISO Standards. The Contractor shall flow all quality system requirements down to sub-tier suppliers.

# 3.5.3 Counterfeit Parts and Materials

The Contractor's manufacturing processes shall include procedures to minimize the risk of procuring and/or using counterfeit parts and materials. Counterfeit parts including, but not

limited to, electronic parts may typically be used parts which have been refurbished and represented as new. The Contractor may use SAE AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition, which contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components, as a reference document. The Contractor shall include the status of its Counterfeit Parts and Materials program compliance during the Post Award Kickoff Meeting and TIMs.

## 3.5.3.1 Preventing Counterfeit Parts and Materials

The Contractor shall take steps as defined below to minimize the risk of receiving counterfeit parts and materials. The Contractor shall:

- Maximize the availability of authentic, originally designed and/or qualified parts throughout the product's life cycle (estimated at 10 years), including management of parts obsolescence.
- Assess potential sources of supply to minimize the risk of receiving counterfeit parts or materials.
- Maintain a list of suppliers they have screened/authorized, with documented criteria for approval and removal of suppliers from their list,
- Have purchasing procedures which require the selection of parts and materials from Original Component Manufacturers (OCM) or authorized suppliers whenever possible,
- Define minimum inspection and test requirements for parts being procured from sources that have not been screened/authorized and ensure that in-house, third-party, and/or distributor inspection, test procedures and facilities comply with these requirements,
- Require a certificate of compliance and supply chain traceability for all electronic part purchases,
- Use Government or industry services, such as the Government and Industry Data Exchange Program, and other commercially available services to identify part or supplier quality or authenticity problems,
- Incorporate procurement clauses which plainly identify quality requirements and liability to all approved suppliers, and
- Flow the requirements above to affected Sub-Contractors.

Parts and materials shall not be purchased from unauthorized sources (e.g. independent distributor or broker) unless there is no other means for procurement. When an unauthorized source is the only possible choice for procurement, an RFD shall be provided to the COR. The RFD shall contain the following information:

- Reason why an authorized supplier or OCM could not provide the part or material,
- Product certificate of conformance with traceability to the OCM, if available, and
- Verification and authenticity data results (e.g., visual inspection, marking/surface finish permanency, Displacement Per Atom (DPA), Scanning Acoustic Microscopy, Energy Dispersive X-Ray Spectroscopy, Fourier Transform Infrared Spectroscopy, Rockwell Hardness Test, etc.).

## 3.6 Supportability

The Contractor shall provide all job description tasks to include those that may be outside the normal operation and maintenance functions influence supportability products of the system; Job Task List (JTL) (A028), and Maintenance Task List (MTL) (A029). Supportability requirements are described below:

#### 3.6.1 Levels of Maintenance

The Contractor shall ensure that supportability requirements and associated documentation reflects the USMC levels of maintenance described below:

- Operator Maintenance. Operator Maintenance will primarily consist of running BIT, checking warning lights, cable connectivity, lighting, etc. Operator duties include inventory, cleaning, inspecting, preserving, lubricating, adjusting and testing as well as preventative maintenance tasks with common shop tools and technical publications.
- Maintainer (Field/Unit Level) Maintenance. Field/Unit maintenance actions normally include inspection/in-depth diagnosis, modification, replacement, adjustment, and repair or evacuation/disposal of principle end items and their selected repairables and components/sub-components with common shop tools and technical publications. The maintainer is also responsible for installing Threat Loads on the systems.
- **Depot (Sustainment Level) Maintenance.** The intent of sustainment level maintenance is to sustain equipment throughout its life cycle by performing major repair, overhaul, or complete rebuild of parts, subassemblies, assemblies or principal end items to include manufacturing parts and conducting required modifications and testing. Marine Corps multi-commodity maintenance centers, other service depots, commercial industrial facilities, original equipment manufacturers, or a combination thereof, may perform sustainment level maintenance.

## 3.6.2 Obsolescence Management

The Contractor shall be responsible for minimizing obsolescence by selecting products that will avoid or resolve hardware, software, and firmware obsolescence issues. The Contractor shall have a Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Implementation Plan (A030). The Contractor shall document and provide notification of emergent obsolescence issues and emergent Contractor implemented changes relevant to the approved CREW MEU(SOC) system Product Baseline for developed and COTS/third-party components. The Contractor shall notify the CREW MEU(SOC) I IPT Lead, via the COR, of these issues, and utilize the IPT/WG structure to communicate resolutions and implementation strategies to the Government.

The Contractor shall identify by means of the ABCL and drawing parts lists the applicable parts used in the product at all indentured levels. The data may be obtained using sources such as the preferred parts lists, bills of material, Contractor surveys, and inspections. The information documented at the part level should be sufficient to enable forecasting and management of any associated DMSMS issues. The Contractor shall use forecasting tools and engineering technology assessments to predict and forecast obsolescence. The Contractor shall provide a

DMSMS Health Analysis Report (A031) of the CREW MEU(SOC) systems to indicate the overall availability risk of items going obsolete. The assessment shall consist of the existing obsolescence status of each configuration item and include the estimated obsolescence timeframe of configuration items not currently obsolete.

# 3.6.3 Supply Support/Provisioning

The Contractor shall provide supply support/provisioning data necessary to support supply support functions. The Contractor shall deliver a Supply Support Logistics Product Data Summary Reports IAW GEIA-STD-0007 Rev A, Logistics Product Data Reports, 01 June 2010 (A032) that supplies the necessary Logistics Product Data. These summaries shall include the identification of the system breakdown, maintenance coding, maintenance replacement factors, tools and support equipment, design change information, and other data as applicable to the CREW MEU(SOC) systems and shall show information on different categories of provisional items, required to support the CREW MEU(SOC) systems. TA-STD-0017, Logistics Support Analysis, may be used for guidance. The required Logistics Product Data summaries shall include data for the following reports:

- Provisioning Parts List,
- Provisioning Parts List Index,
- Long Lead Time Items List,
- Tools, Test and Support Equipment List,
- Common and Bulk Items List,
- Preservation and Packaging Data (to include Special), and
- Operator & Field Level Spares and Consumable List

The Contractor shall also deliver Engineering Data For Provisioning (EDFP) (A033) and supplemental data which shall include all drawings to the level of remove/replace items considered maintenance significant items; i.e. Lowest Replaceable Units (LRUs), sub-assemblies and final-assemblies. The EDFP shall include source control drawings and commercial item descriptions as required to procure LRUs from the prime Contractor, vendors and original equipment manufacturers.

## 3.6.3.1 Provisioning Guidance Conference

The Contractor shall participate in a one day Provisioning Guidance Conference (PGC) conducted by the Government at the Contractor's facility. Subjects to be covered at the PGC include the following:

- Provisioning Process Overview,
- Maintenance Concept (See 3.6.1 above),
- The Provisioning Performance schedule with significant events and milestone which will be finalize at the PGC and incorporated into the Government's Provisioning Plan,
- The delivery, requirements, formats and distribution of EDFP (See 3.6.2 above),
- The delivery, Selection sheet requirements, formats and distribution of the Logistics Product Data Summaries (See 3.6.2 above), and

• Provisioning Screening Data requirements (See 3.6.2 above).

# **3.6.3.2 Provisioning Conference**

The Contractor shall participate in a three day Provisioning Conference (PC) conducted by the Government at the Contractor's facility.

#### 3.6.4 Materials and Parts

The Contractor shall provide a recommended initial operator and field/unit level spares and consumables list (A034) to support deployment, operation, training, and maintenance of the production systems for twelve (12) months, based on a mission profile of fourteen (14) hours per week. The list shall be submitted at the LRU level based on the approved CREW MEU(SOC) maintenance concept (See 3.6.1 above) and shall include the part number, nomenclature, replacement factor, cost, manufacturer, and quantity for each item.

#### 3.6.5 Technical Manuals

The Contractor shall deliver Commercial-off-the-Shelf (COTS)/NDI Operator Manuals (A035), Maintenance Manuals (A036), and Quick Reference Guides (QRG) (A037), and any other supplemental data that provides for the full technical documentation for the system IAW MIL-DTL-24784/4C. The Contractor shall also develop a SUM (A018), as identified in paragraph 3.3.2.3. The documentation shall accurately define the operations and maintenance tasks, required tools, parts lists, consumables and other resources required for operations and preventive and corrective maintenance to the LRU level. The manuals shall align with the Contractors HSI and training program, the Job Task List (JTL) and Maintenance Task List (MTL). The Contractor shall provide the Government unlimited copy right release on all TMs and supplemental data provided. Changes to the TMs and supplemental materials shall be driven by the Validation/Verification process and approved ECPs to the Product Baseline for the CREW MEU(SOC) systems. One hard copy of the QRG and a CD/ROM copy of the Operator Manual shall be delivered with each system. The Maintenance Manual will not be ordered with the initial systems.

## 3.6.5.1 Technical Manual Validation

The Contractor shall accomplish a validation of all TMs for technical accuracy and adequacy by "hands-on" performance. The Contractor shall ensure this includes the requirements of the Software Users Manual (SUM) (A018). The Contractor shall provide the process for validation of TMs (A038). The Contractor shall deliver a TM validation certificate following their validation of each TM (A039). The Contractor shall notify the Government of the intent to hold the validation within 10 days of the validation event.

## 3.6.5.2 Technical Manual Verification

After delivery of the Validated TM, the Contractor shall host a Government conducted TM Verification. The Contractor shall supply the necessary technical support, hardware, spares and consumables to support the TM verification conducted by the Government. The Contractor shall provide office/shop space during the manual verification to accommodate up to five (5) Government visitors for a 3-day duration (8 hour days). The Contractor shall provide hard copies

of the manual and Change Pages, to be verified, for Government visitors witnessing and/or participating in the verification.

# **3.6.6** Training Program

The Contractor shall deliver a training program package IAW DoDD 1322.18, Military Training. The training shall include the system operations, preventive maintenance and corrective maintenance. The Contractor shall also ensure the training program includes all job descriptions tasks to include those that may be outside the normal operation and maintenance functions. These tasks may include, but not be limited to, the following:

- Manage User administration (setup and maintaining user accounts and role-based access),
- Verify that peripherals are working properly,
- Create file systems,
- Install loadsets and tactical software/firmware,
- Perform backup and recovery,
- Update/configure system as soon as new version of operating software and application software are approved for implementation and installation, and
- Setup security policies for users (e.g., firewalls and intrusion detection systems), and Key management processes and procedures for field and depot repair.

# **3.6.6.1 Training Materials**

The Contractor shall develop training materials in support of the CREW MEU(SOC) system. The Contractor shall not brand any courseware, content with their logo or corporate name. All courseware will be branded only by the USMC logo. The Contractor shall provide the Government unlimited copyright release of all training materials. The Contractor shall utilize the following as guidance in the creation of training materials: DoDD 1322.20, MIL-PRF-29612B, MIL-HDBK 29612-2A, MCO 1553.2B, and MCO 1553.3A.

Training materials will include IA responsibilities IAW DoDD 8570.01-M and DoDI 8500.2 that is commensurate with user roles i.e., authorized users, privileged users and/or IA managers. The training materials shall be developed for the Basic User (Operator) and a maintenance course for the Field/Unit Level Maintainer or the Intermediate Maintenance Activity level, as follows:

- The Operator course materials (**A040**) shall contain sufficient detailed information to teach Basic Users, both military and civilian, the skills necessary to employ and operate the system. Training shall also include the operation of any special ancillary equipment required to operate the system, and a demonstration of typical, fault symptoms and failures for the system. The training material shall include any/all Notes, Cautions, and Warnings applicable to the systems.
- The Maintainer course materials (**A041**) shall contain sufficient information to maintain the system to the LRU level replaceable at Field/Unit Activities and for Mounted production systems to be removed and replaced on the target platforms. The Maintainer Course shall contain sufficient detail for the maintainer to perform other critical functions

such as those listed as bullets in SOW Paragraph 3.6.5. Training shall also include the operation of any special ancillary equipment required to maintain the system, and a demonstration of typical equipment failures and fault symptoms. The training material shall include any/all Notes, Cautions, and Warnings applicable to the systems.

Training materials shall include, but not be limited to:

- Program of Instruction,
- Lesson Outlines/Plans.
- Trainee Guide,
- Job aids,
- Instructor Guide.
- Test Material, and
- Course Evaluation Material.

## 3.6.6.2 Training Sessions

The Contractor shall provide personnel and resources to conduct training sessions for the operation and maintenance of the systems with Government approved training material. The purpose of these training sessions is to train the Government instructors and key personnel responsible for conducting new equipment and sustainment training. Training sessions for systems shall be conducted as follows:

- Operator Session. Each Operator session shall last no longer than 6 hours, shall be for up to 20 students and shall cover all aspects of system operation.
- Maintainer Session. The Operator session is a pre-requisite for the Maintainer Session.
   Each Maintainer session shall last no longer than 12 hours, shall be for up to 10 students and shall cover preventive and corrective maintenance as well as administrative and software support tasks.

Sufficient copies (hard and soft copies) of all training materials shall be provided to each student at the start of each training course. All materials will be kept by the students at the end of the course. The Contractor shall furnish all supplies, tools, and equipment needed for training.

Training is to include travel and other applicable direct costs. Training sessions shall be conducted in CONUS locations and on dates determined by the Government.

# 3.6.7 Maintenance and Repair

The Contractor shall provide repair services, full system restore processes, and services for hardware, software/firmware, and repair parts and trouble shooting that shall remedy system failures upon the request of the Government. Within 72 hours of receipt of the failed system, the Contractor shall perform an analysis of the failure and recommend material and labor hours required to effect repairs. The analysis shall include:

• Unit Serial Number (S/N),

- Failed part description and Part Number (P/N),
- Hour meter reading (at the sub-system level),
- Major components and subassemblies required to repair item,
- Time to repair, and price to repair, and
- Warranty applicability.

Upon receipt of a delivery order for repair work, repair services shall be accomplished within 30 days. Once repaired and accepted by the on-site Government representative Defense Contract Management Agency (DCMA) QA Representative, the system/assembly shall be shipped back to the United States Government CONUS/Outside Continental United States (OCONUS) point of debarkation. The Contractor shall submit a monthly status report of all Depot Repair activity (A042).

# 3.6.8 Packaging, Handling, Storage and Transportation (PHS&T)

The Contractor shall be responsible for marking, preservation and packaging of the deliverables under the terms of this SOW, IAW ASTM D3951-10, MIL-STD-129P(4), MIL-STD-2073-1E(1), and the JCREW Security Guide, OPNAVINST S5513.8B-88.1 for CREW MEU(SOC) systems and components.

## 3.6.8.1 Automated Information Technology (AIT) Program

The Contractor shall implement an Automated Information Technology (AIT) program which integrates and implements IUID Policy into the PHS&T program. in accordance with MIL-STD-129P(4), and MIL-STD-130. The Contractor shall provide an IUID report (A043), identifying IUID parent and child relationships assigned to a CREW MEU (SOC) system. The IUID marking shall be incorporated into existing data plates when possible. Bar Coding and the two-dimensional IUID data matrix shall be readable by current optical scanning devices and be accompanied by the corresponding human readable markings when practical. All 2D data matrix shall be permanently affixed and have the ability to withstand and perform within the same environmental conditions as the CREW MEU(SOC). Whenever practical, the location of the marking on the item shall ensure its readability during normal operational use. All spare parts, secondary repairables and consumables that exceed \$5,000, when purchased separately, shall also be marked and registered with the IUID prior to delivery to the Government. The Contractor shall use the Wide Area Workflow to record IUID data in the Unique Identification (UID) system at web address (https://wawf.eb mil/).

The Contractor shall search the Government inventory, utilizing the DoD computerized Container Design Retrieval System (CDRS) database, for an appropriate, reusable shipping or storage container for each of the systems or one that can be modified minimally (with customer design modification concurrence). DoD computerized CDRS database is assessable at: <a href="https://peonet.eglin.af mil/containers/site html">https://peonet.eglin.af mil/containers/site html</a>. If no suitable container is found, the Contractor shall design, document, fabricate, and test reusable shipping or storage containers for each of the systems. The PHS&T status shall be briefed at each program or technical review.

## 3.6.9 Support Equipment

To the maximum extent possible, the CREW MEU(SOC) systems shall use support equipment that is common to Government agencies. The development of new support equipment is discouraged. This section applies to all support equipment required to control, direct, inspect, test, adjust, calibrate, appraise, gauge, measure, assemble, disassemble, handle, transport, safeguard, stow, activate, service, repair, overhaul, maintain, or operate the CREW MEU(SOC) systems. Any changes shall be identified by the Contractor as soon as possible and reported to the Government via the CPS&MR (A008). Support Equipment shall be listed in the Logistics Products Data Reports, COTS/NDI Manuals, and training materials including the Operator and Maintainer Training Courses. Common USMC CREW support equipment requirements include the following:

- General Purpose Test Measurement and Diagnostic Equipment (TMDE) Listing (Including Ancillery Support Items and Tool Kits); TM 10510-OC/10,
- USMC Test Set, Countermeasure Set, (also known as the CREW Universal Test Set (UTS)), AN/GLM-11 (A03692G),
- CVRJ Automated Test Equipment, and
- USMC CREW Laptop.

# 3.6.10 Government Furnished Equipment (GFE)

Use of GFE is not anticipated on this contract. If required, the Contractor shall inventory, maintain and account for GFE provided in the GFE Report (A044). Deficiencies shall be reported within 30 days of identification, and provided as part of the GFE report.

## 3.6.11 Maintainability Demonstration

The Contractor and Government shall develop and conduct a non-destructive disassembly and reassembly Maintainability Demonstration (M-DEMO) to be conducted at the Contractor facility. The M-DEMO shall be conducted on the production systems to demonstrate and assess the maintainability and supportability of the CREW MEU(SOC) systems. The purpose of the M-DEMO is to provide assurance to the Government of the ability of the system to meet the specified CREW MEU(SOC) systems maintainability and supportability requirements IAW with the PSPEC.

The M-DEMO shall be conducted in an environment which simulates, as closely as practicable, the maintenance environment planned for the CREW MEU(SOC) systems. This environment shall be representative of the working conditions, tools, support equipment, spares, facilities, and technical publications that would be required during operational service use at the maintenance level defined in the approved maintenance plan. The Contractor shall explain in the Maintainability/Testability Demonstration Test Plan how the demonstration will be implemented and the underlying statistical basis of the demonstration. MIL-HDBK-470A may be used for guidance.

The M-DEMO, at a minimum, will include Operator/Field level maintenance tasks included in the MTL using inherent equipment preventive and corrective maintenance task data, results of the Failure Modes Effects and Causes Analysis (FMECA). The MTL shall list system start-up (hot/cold) requirements, BIT routines, preventive maintenance tasks, manual fault isolation and BIT tasks, corrective maintenance tasks, alignment and adjustment requirements, validation of repair tasks and shut down tasks for Operator/Crew and Field (Organizational and Intermediate) Levels of Maintenance (LOM).

The Contractor shall deliver a Maintainability/Testability Demonstration Test Plan (A045). The Maintainability/Testability Demonstration Test Plan shall also include a descriptive and detailed plan in addressing all supportability requirements for the CREW MEU(SOC) systems to be demonstrated during M-DEMO. The Contractor may use MIL-HDBK-470A, Appendix B as guidance to develop the Maintainability/Testability Demonstration Test Plan, and Test Report. The Contractor shall simulate system faults during the M-DEMO using a variety of techniques. The Contractor shall ensure Logistics products specified in the approved M-DEMO test plan are available thirty (30) days prior to the start of the M-DEMO. The Contractor shall report the results of the M-DEMO to the Government in the Maintainability/Testability Demonstration Test Report (A046).

# 3.7 Program Protection Planning

The Contractor shall support the Government Critical Program Information (CPI) assessment process per DoDI 5200.39. The CPI assessment will require the availability of Contractor system/project Subject Matter Experts (SMEs) for a detailed description of system architecture, major/minor system components, hardware, software/firmware, and system integration. The CPI assessment process will not exceed sixteen (16) hours and will require administrative support from the Contractor.

## 3.7.1 System Security Engineering

The Contractor shall provide the Government a plan for DoD SSE implementation (**A047**), and provide verification and validation (V&V) detailing how to satisfy the Navy's independent V&V Team process per DoDD 8500 using a production Enterprise Data Management System (**A048**), and (**A049**).

# 3.7.2 Information Assurance

The Contractor shall ensure that the system design and engineering processes employed during the system design included the implementation of the designated IA Controls per DoDD 8500.1E and DoDI 8500.2 for systems possessing a Mission Assurance Category (MAC) Level of II and a Classification Level (CL) of Classified. IA measures and design characteristics listed in the Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) must be correctly implemented in the CREW MEU(SOC) systems. The required DISA STIGs are defined in paragraph 2.4 but may also be found at <a href="http://iase.disa.mil/stigs/index.html">http://iase.disa.mil/stigs/index.html</a>. The Government will periodically update the DISA STIGs. It is incumbent on the Contractor to keep abreast of changes in technical guidance and to be prepared to implement and provide updated System designs, data flow diagrams and network diagrams. All IA and systems engineers and all

applicable supporting staff must be in compliance with Department of Defense Directive 8570.01-M.

The Contractor is required to comply with DoDI 8582.10 Security of Unclassified DoD Information on Non-DoD Information systems and implement the applicable information safeguards if the Contractor stores or processes DoD information on a Non-DoD information system.

The DOD Information Assurance Certification and Accreditation Process (DIACAP) support document, provided by the Contractor, shall consist of the methods used to securely develop the system: accreditation boundary, Ports, Protocols and Services (PPS) used, hardware and software list consisting of version and description in the accreditation format or similar format, data flow diagram, accreditation implementation plan, Defense Security Service (DSS) accreditation letter and sanitization procedures. In addition to the DoDI 8500.2 IA controls, the latest DISA STIGs and scanning tools will need to be used during development and updated before testing to ensure compliance.

The Contractor shall provide to the Government the following minimum DIACAP information with CDRLs (A050) and (A051):

- Data Flow Diagrams,
- Any Networking or connection Diagrams,
- System picture,
- System Description,
- Is encryption being used, if so is it FIPS 140-2 or NSA validated/approved,
- Ports, protocols and services table (ingoing and outgoing),
- Hardware table with version numbers and whether they are common criteria or not,
- Software table with version numbers and whether they are common criteria or not, including operating system,
- Any security in depth diagrams,
- User roles and access,
- Any prior certifications,
- Copies of most recent retina scan (raw file) and application STIG checklist,
- DIACAP IA Controls Implementation plan (if one currently exist), and
- What additional items are needed for the system to function (laptop (version and specs), CDU, network connection, etc...).

## 3.8 International Traffic In Arms

The Contractor shall be solely responsible for obtaining any State Department approvals, licenses, Technical Assistance Agreements (TAA), etc. required by the International Traffic in Arms (ITAR) regulations.

## 3.9 Contractor Security

The Contractor must be able to handle and store classified material up to the **SECRET** Level in accordance with the attached DD 254.

# 3.10 Technical Data Rights

For items not developed by the Government, the Contractor shall provide the data rights as offered in their proposal. For items developed for the Government, the Contractor shall provide Government Purpose or unlimited data rights for technical data, software, middleware, firmware, and modeling artifacts developed for the government per Defense Federal Acquisition Regulation Supplement (DFARS) clauses Subpart 227.71, Rights in Technical Data; and Subpart 227.72, Rights in Computer Software and Computer Software Documentation.

**4.0** The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Marine Corps Systems Command via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/.

Section D - Packaging and Marking

#### **D-1 Packaging and Marking**

D-1.1 Packaging and Marking of supplies shall be in accordance with SOW paragraph 3.6.8:

The Contractor shall be responsible for marking, preservation and packaging of the deliverables under the terms of this SOW, IAW ASTM D3951-10, MIL-STD-129P(4), MIL-STD-2073-1E(1), and the JCREW Security Guide, OPNAVINST S5513.8B-88.1 for CREW MEU(SOC) systems and components.

#### **D-2 Technical Data**

D-2.1 Contract Data Requirements Lists shall be packaged, packed and marked in accordance with the applicable DD Form 1423 attached hereto.

D-2.2 All reports delivered under this contract shall prominently show the following on the cover page:

Contractor Name: Sierra Nevada Corporation Contract Number: M67854-14-D-2521

Project Officer: Amy Rideout

# D-3. Classified Data

D-3.1 Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with the SAF/AQL, Memo, Anti-Tamper (AT) Security Classification Guide(SCG) Change 1 (U), dated 18 Apr 2011, DoD System Security Engineering (SSE) Guidelines, version 1.3, and DoD SSE Guidelines, version 2.0.

# INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0003AF	Destination	Government	Destination	Government
0003AG	3 Destination	Government	Destination	Government
0003AH	I Destination	Government	Destination	Government
0003AJ	Destination	Government	Destination	Government
0003AK	Destination	Government	Destination	Government
0003AL	Destination	Government	Destination	Government
0003AN	1 Destination	Government	Destination	Government
0003AN	I Destination	Government	Destination	Government
0003AP	Destination	Government	Destination	Government
0003AQ	Destination	Government	Destination	Government
0003AR	Destination	Government	Destination	Government
0003AS	Destination	Government	Destination	Government
0003AT	Destination	Government	Destination	Government
0003AU	J Destination	Government	Destination	Government
0003AV	Destination	Government	Destination	Government
0003AW	V Destination	Government	Destination	Government
0003AX	Destination	Government	Destination	Government
0003AY	Destination	Government	Destination	Government
0003AZ	Destination	Government	Destination	Government
0003BA	Destination	Government	Destination	Government
0003BB	Destination	Government	Destination	Government
0003BC	Destination	Government	Destination	Government
0003BD	Destination	Government	Destination	Government
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0003BG	Destination	Government	Destination	Government
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0003BU Destination	Government	Destination	Government
0003BV Destination	Government	Destination	Government
0003BW Destination	Government	Destination	Government
0003BX Destination	Government	Destination	Government
0003BY Destination	Government	Destination	Government
0003BZ Destination	Government	Destination	Government
0003CA Destination	Government	Destination	Government
0003CB Destination	Government	Destination	Government
0003CC Destination	Government	Destination	Government
0003CD Destination	Government	Destination	Government
0004 Destination	Government	Destination	Government
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0004AB Destination	Government	Destination	Government
0004AD Destination	Government	Destination	Government
0004AC Destination			
	Government	Destination	Government
0005 Destination	Government	Destination	Government
0005AA Destination	Government	Destination	Government
0005AB Destination	Government	Destination	Government
0005AC Destination	Government	Destination	Government
0006 Destination	Government	Destination	Government
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0007AA Destination	Government	Destination	Government
0007AB Destination	Government	Destination	Government
0008 Destination	Government	Destination	Government
0101 Destination	Government	Destination	Government
0101AA Destination	Government	Destination	Government
0101AB Destination	Government	Destination	Government
0101AC Destination	Government	Destination	Government
0101AD Destination	Government	Destination	Government
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0201AA Destination	Government	Destination	Government
0201AB Destination	Government	Destination	Government
0201AC Destination	Government	Destination	Government
0201AD Destination	Government	Destination	Government
0202 Destination	Government	Destination	Government
0202AA Destination	Government	Destination	Government
0202AB Destination	Government	Destination	Government
0202AC Destination	Government	Destination	Government
0203 Destination	Government	Destination	Government
0203AA Destination	Government	Destination	Government
0203AB Destination	Government	Destination	Government
0204 Destination	Government	Destination	Government
0301 Destination	Government	Destination	Government
0301AA Destination	Government	Destination	Government
0301AB Destination	Government	Destination	Government
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0302 Destination	Government	Destination Destination	Government
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0303	Destination	Government	Destination	Government
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0303AB	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
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0401AA	Destination	Government	Destination	Government
0401AB	Destination	Government	Destination	Government
0401AC	Destination	Government	Destination	Government
0401AD	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0402AA	Destination	Government	Destination	Government
0402AB	Destination	Government	Destination	Government
0402AC	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0403AA	Destination	Government	Destination	Government
0403AB	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government

# CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

#### **DELIVERIES OR PERFORMANCE**

#### **Section F - Deliveries or Performance**

F-1 Period of Performance: The period of performance of this contract and ordering period shall be from date of contract award through a not to exceed period of 60 months.

F-2 Delivery Location and Quantities

F-2.1 Delivery location and quantities shall be specified with individual delivery orders.

#### **CLIN 0001**

Two of the five initial production systems will remain at the contractor's facility for Government Acceptance Testing (GAT). Upon completion of GAT, those two systems will be shipped to the Marine Corps PSI Facility at: SAIC, 4801-C Rivers Ave, N. Charleston, SC 29406.

Three initial production systems will be shipped to the Marine Corps PSI Facility at: SAIC, 4801-C Rivers Ave, N. Charleston, SC 29406 for GAT.

#### **CLIN 0002**

The follow-on production systems will be shipped to the Marine Corps PSI Facility at: SAIC, 4801-C Rivers Ave, N. Charleston, SC 29406.

## **CLIN 0003**

As specified in the individual CDRL.

## **CLIN 0004**

CLIN 0004AA: The threatload for the initial systems will be shipped to the Marine Corps PSI Facility in Charleston, SC (CLASSIFIED ADDRESS INFORMATION TO BE PROVIDED).

## CLIN 0007/0203/0303/0403

CLIN 0007AB/0203AB/0303AB/0403AB: Shipping (return) location is the Marine Corps PSI Facility at: SAIC, 4801-C Rivers Ave, N. Charleston, SC 29406.

## **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

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0003 N/A	N/A	N/A	N/A
0003AA N/A	N/A	N/A	N/A
0003AB N/A	N/A	N/A	N/A
0003AC N/A	N/A	N/A	N/A
0003AD N/A	N/A	N/A	N/A
0003AE N/A	N/A	N/A	N/A
0003AF N/A	N/A	N/A	N/A
0003AG N/A	N/A	N/A	N/A
0003AH N/A	N/A	N/A	N/A
0003AJ N/A	N/A	N/A	N/A
0003AK N/A	N/A	N/A	N/A
0003AL N/A	N/A	N/A	N/A
0003AM N/A	N/A	N/A	N/A
0003AN N/A	N/A	N/A	N/A
0003AP N/A	N/A	N/A	N/A
0003AQ N/A	N/A	N/A	N/A
0003AR N/A	N/A	N/A	N/A
0003AS N/A	N/A	N/A	N/A
0003AT N/A	N/A	N/A	N/A
0003AU N/A	N/A	N/A	N/A
0003AV N/A	N/A	N/A	N/A
0003AWN/A	N/A	N/A	N/A
0003AX N/A	N/A	N/A	N/A
0003AY N/A	N/A	N/A	N/A
0003AZ N/A	N/A	N/A	N/A
0003BA N/A	N/A	N/A	N/A
0003BB N/A	N/A	N/A	N/A

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0003BC N/A	N/A	N/A	N/A
0003BD N/A	N/A	N/A	N/A
0003BE N/A	N/A	N/A	N/A
0003BF N/A	N/A	N/A	N/A
0003BG N/A	N/A	N/A	N/A
0003BH N/A	N/A	N/A	N/A
0003BJ N/A	N/A	N/A	N/A
0003BK N/A	N/A	N/A	N/A
0003BL N/A	N/A	N/A	N/A
0003BM N/A	N/A	N/A	N/A
0003BN N/A	N/A	N/A	N/A
0003BP N/A	N/A	N/A	N/A
0003BQ N/A	N/A	N/A	N/A
0003BR N/A	N/A	N/A	N/A
0003BS N/A	N/A	N/A	N/A
0003BU N/A	N/A	N/A	N/A
0003BV N/A	N/A	N/A	N/A
0003BW N/A	N/A	N/A	N/A
0003BX N/A	N/A	N/A	N/A
0003BY N/A	N/A	N/A	N/A
0003BZ N/A	N/A	N/A	N/A
0003CA N/A	N/A	N/A	N/A
0003CB N/A	N/A	N/A	N/A
0003CC N/A	N/A	N/A	N/A
0003CD N/A	N/A	N/A	N/A
0004 N/A	N/A	N/A	N/A
0004AA N/A	N/A	N/A	N/A

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0004AB N/A	N/A	N/A	N/A
0004AC N/A	N/A	N/A	N/A
0004AD N/A	N/A	N/A	N/A
0005 N/A	N/A	N/A	N/A
0005AA N/A	N/A	N/A	N/A
0005AB N/A	N/A	N/A	N/A
0005AC N/A	N/A	N/A	N/A
0006 N/A	N/A	N/A	N/A
0007 N/A	N/A	N/A	N/A
0007AA N/A	N/A	N/A	N/A
0007AB N/A	N/A	N/A	N/A
0008 N/A	N/A	N/A	N/A
0101 N/A	N/A	N/A	N/A
0101AA N/A	N/A	N/A	N/A
0101AB N/A	N/A	N/A	N/A
0101AC N/A	N/A	N/A	N/A
0101AD N/A	N/A	N/A	N/A
0102 N/A	N/A	N/A	N/A
0201 N/A	N/A	N/A	N/A
0201AA N/A	N/A	N/A	N/A
0201AB N/A	N/A	N/A	N/A
0201AC N/A	N/A	N/A	N/A
0201AD N/A	N/A	N/A	N/A
0202 N/A	N/A	N/A	N/A
0202AA N/A	N/A	N/A	N/A
0202AB N/A	N/A	N/A	N/A
0202AC N/A	N/A	N/A	N/A

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0203	N/A	N/A	N/A	N/A
0203AA	N/A	N/A	N/A	N/A
0203AB	N/A	N/A	N/A	N/A
0204	N/A	N/A	N/A	N/A
0301	N/A	N/A	N/A	N/A
0301AA	N/A	N/A	N/A	N/A
0301AB	N/A	N/A	N/A	N/A
0301AC	N/A	N/A	N/A	N/A
0301AD	N/A	N/A	N/A	N/A
0302	N/A	N/A	N/A	N/A
0302AA	N/A	N/A	N/A	N/A
0302AB	N/A	N/A	N/A	N/A
0302AC	N/A	N/A	N/A	N/A
0303	N/A	N/A	N/A	N/A
0303AA	N/A	N/A	N/A	N/A
0303AB	N/A	N/A	N/A	N/A
0304	N/A	N/A	N/A	N/A
0401	N/A	N/A	N/A	N/A
0401AA	N/A	N/A	N/A	N/A
0401AB	N/A	N/A	N/A	N/A
0401AC	N/A	N/A	N/A	N/A
0401AD	N/A	N/A	N/A	N/A
0402	N/A	N/A	N/A	N/A
0402AA	N/A	N/A	N/A	N/A
0402AB	N/A	N/A	N/A	N/A
0402AC	N/A	N/A	N/A	N/A
0403	N/A	N/A	N/A	N/A

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0403AA	A N/A	N/A	N/A	N/A
0403AE	3 N/A	N/A	N/A	N/A
0404	N/A	N/A	N/A	N/A

#### **ADMINISTRATION**

#### **G-1 Contract Value**

G-1.1 Contract minimum is quantity of 5 systems. The contract maximum amount is \$90,000,000. This contract is based upon the minimum quantity and maximum dollar amount.

## **G-2 Procuring Contracting Officer**

G-2.1 The Procuring Contracting Officer for this procurement is:

Lisa Botkin

MARCORSYSCOM

703 432-9901

Lisa.botkin@usmc mil

## G-3 Contracting Officer Representative (COR)

G-3.1 The COR for this program is:

NAME: Amy Rideout Phone: (703) 432-9795

Email: amy rideout@usmc mil

G-3.2 COR Responsibilities: Monitoring the progress and performance by the contractor, controlling of Government property and facilities, where necessary, recommending contract modifications and terminations, certifying receipt of supplies/services, and accomplishing other tasks required by the contract or the contracting officer. The COR must ensure that the contractor complies with all technical requirements of the contract, including the submission of required reports or other documentation. Moreover, the COR serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from statement of work and purchase description requirements. In the event the contractor does deviate without written approval from the Contracting Officer, such deviations shall be at the risk of any costs related thereto to be fully be borne by the Contractor.

#### **G-4 Contract Administration Office**

G-4.1 In addition to the Issuing Office, a Defense Contract Management Agency (DCMA) office may be listed as an Administrative Contracting Office (ACO) for this contract to be determined upon contract award based on successful offeror location.

If known, the Offeror may type the DCMA office DoDDAC and address assigned to its facilities in the space provided below.

#### DCMA LATHROP

P.O. BOX 232

700 EAST ROTH ROAD, BLDG. 330 (LATHROP, CA)

FRENCH CAMP, CA 95231-0232

 Phone:
 209-941-7014

 FAX:
 209-941-7091

 DSN:
 462-7014

DCMANOCALIFORNIACASD@DCMA.MIL

G-5 The Paying Office for this contract is: **DFAS COLUMBUS CENTER -- HQ0339**DFAS-CO/WEST ENTITLEMENT OPERATIONS

P.O. BOX 182381

COLUMBUS, OH 43218-2381

**Phone**: 800-756-4571 **FAX**: 877-749-4843

## G-6 Accounting Classification Reference Number (ACRN):

The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification number contained in the accounting data sheet attached to the awarded contract, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN. Each line item, sub-line item, task and subtask listed in the schedule or SOW shall have an accounting classification reference number assigned at the time of award or upon issuance of the task or delivery order.

#### CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative

**DEC 1991** 

#### CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

- (a) Definitions. As used in this clause-
- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb mil/.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when-
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

## **COMBO**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

## Marine Corps System Command M67854/PM23

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	M67854
Admin DoDAAC	S0507A
Inspect By DoDAAC	M67854/PM23
Ship To Code	TBD
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	M67854/ PM 23
Service Acceptor (DoDAAC)	M67854/ PM 23
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A
• /	

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

#### COR: Amy.rideout@usmc mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

#### John.corrigan@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section H - Special Contract Requirements

#### SPECIAL CONTRACT REQUIREMENTS

#### H.1 Reimbursement of Travel and Per Diem

- a. Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to medical examinations, immunizations, passports/visas/etc., and security clearances.
- b. Travel Policy. The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals, and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the contiguous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- c. Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the Contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence **shall** be charged for work performed within a fifty-mile radius of the Contractor's office. The Contractor **shall not** be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the Contractor's facility will not be reimbursed.
  - 1. For travel costs other than described in paragraph (c) above, the Contractor **shall** be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract
  - 2. When transportation by privately owned conveyance is authorized, the Contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR, or SR. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
  - 3. The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the Contractor agrees to use coach, economy class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.
  - 4. The Contractor's invoices **shall** include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.
- d. Car Rental. The Contractor **shall** be reimbursed for car rental, exclusive of mileage charges, when the services are required to be performed beyond the normal commuting distance from the Contractor's facilities. Car rental for a team on TAD at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TAD team.
- e. Per Diem. The Contractor **shall not** be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem **shall not** be paid on services performed within a fifty-mile radius of the Contractor's home office or the Contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the Contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem **shall** be paid to the Contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate **shall** be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR, or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from Contractor's home or local office, and on the day of return. Reimbursement to the Contractor for

per diem **shall** be limited to actual payments to per diem defined herein. The Contractor **shall** provide actual payments of per diem defined herein.

#### H-2. Incorporation of Rates

The labor rates awarded for CLINs 0007 and 0008, after determination of fair and reasonableness, will be incorporated into the contract. Each Delivery Order will be Firm-Fixed Price, and the contractor will not be allowed to exceed these rates.

#### H-3. Issuance of Delivery Orders

Firm Fixed Price Delivery Orders shall be priced in accordance with the prices as shown in Section B. Each delivery order shall contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the number of units ordered on a given delivery order. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order. Quantities specified in individual delivery orders may be modified prior to final delivery of items purchased under a particular delivery order, in which case additional quantities will be purchased at the price previously established by that delivery order if mutually agreed to between the Government and the Contractor. For pricing purposes, quantities are not cumulative from order to order. Delivery orders incorporate all clauses of this contract by reference.

## H-4. Constructive Change Orders.

- H-4.1. No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- H-4.2. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.
- H-4.3. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the Contractor effects any change(s) at the direction of any person other than the Contracting Officer, these change(s) will be at the Contractor's expense. No adjustment shall be made in the contract price or other contract terms and conditions, as the Contracting Officer did not approve consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.
- **H-5. Incorporation of Representations and Certifications by Reference**. All representations and certifications and other written statements made by the contractor in response to SECTION K at the request of the Contracting Officer, incident to the award of the contract, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> and has submitted any changes pertaining to this specific solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the Offeror's proposal and are current, accurate, and complete as of the date of this contract.
- **H-6. Responsibility in Subcontracting.** The Contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The Contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

#### H-7. Organizational Conflict of Interest.

- H-7.1. The term "Organizational Conflict of Interest" means the following:
- (1) Because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.
- H-7.1.2. The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.
- H-7.1.3. The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.
- H-7.1.4. If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest; the Contractor shall notify the Contracting Officer in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the Contracting Officer within ten (10) days after receipt of the Government directive. A written determination shall be made by the Contracting Officer. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the Contracting Officer.
- **H-8.** Contractor Commitments. Any written commitment by the Contractor within scope of and related to the contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages. Written commitments by the Contractor are further defined as follows:
- H-8.1. Any representation by the Contractor in an order or supporting documents, as to training be provided, services to be performed or any other similar matters, regardless of the fact that the duration of such commitment may exceed the duration of the contract.
- H-8.2. An order placed under this contract is not complete until the order terms and conditions have been met.
- **H-9**. Contractor Notice Regarding Late Delivery: In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Administrative Contracting Officer (ACO), if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

# H-10. Incorporation of Proposal

The contractor's PSPEC compliance matrix identifying the threshold and objectives and the corresponding portions of the contractors technical proposal are incorporated by reference. In addition, the portions of the contractor's proposal regarding schedule, data rights (where greater than those provided by operation of the data rights clauses) and warranty provisions are incorporated by reference.

# Section I - Contract Clauses

# CLAUSES INCORPORATED BY REFERENCE

50 000 1	D. C. W.	TAN 2012
52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	:JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections Under the American Recovery and	JUN 2010
	Reinvestment Act of 2009	
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-1	Approval of Contract	DEC 1989
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontrac	
32.20110	Awards	u 10 0 2012
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	Central Contractor Registration Maintenance	DEC 2012
52.209-6	Protecting the Government's Interest When Subcontracting	DEC 2010
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	FEB 2012
	Responsibility Matters	
52.209-10	Prohibition on Contracting With Inverted Domestic	MAY 2012
	Corporations	
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.216-24	Limitation Of Government Liability	APR 1984
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-8 52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	MAR 2012
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010

52.222-40	Notification of Employee Rights Under the National Labor	DEC 2010
	Relations Act	
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
	While Driving	
52.225-1	Buy American ActSupplies	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.227-14	Rights in DataGeneral	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
02.202 00	Registration	301 2000
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	ChangesFixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-	APR 2012
J2.277-2	Price)	AI K 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
232.203-7000	Officials	SLI 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2008
232.203-7001	Contract-Related Felonies	DEC 2006
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7002	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
	Central Contractor Registration Alternate A	FEB 2013
252.204-7004 Alt A 252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
232.209-7004	•	DEC 2000
252 210 7002	The Government of a Terrorist Country  Small Propings Subscript Plan (DOD Contracts)	ALIC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	
252.223-7008	Prohibition of Hexavalent Chromium  Penest of Intended Performance Outside the United States and	MAY 2011
252.225-7004	Report of Intended Performance Outside the United States and	IOC 1 2010
252 225 7007	CanadaSubmission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside	OC 1 2010
252 225 7012	the United States	EED 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements	DEC 2012

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business			
	Concerns			
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2012		
252.227-7014	252.227-7014 Rights in Noncommercial Computer Software and			
	Noncommercial Computer Software Documentation			
252.227-7015	Technical DataCommercial Items	DEC 2011		
252.227-7016	Rights in Bid or Proposal Information	JAN 2011		
252.227-7019	Validation of Asserted RestrictionsComputer Software	SEP 2011		
252.227-7025	Limitations on the Use or Disclosure of Government-	MAR 2011		
	Furnished Information Marked with Restrictive Legends			
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012		
252.232-7010	Levies on Contract Payments	DEC 2006		
252.243-7001	Pricing Of Contract Modifications	DEC 1991		
252.243-7002	Requests for Equitable Adjustment	DEC 2012		

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of award through 60 months.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$90,000,000;
- (2) Any order for a combination of items in excess of \$90,000,000; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the five year ordering period.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represen	nts that it ( ) is, (	) is not a small	business concern	under NAICS Co	de - assigned to
contract number .					

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

## 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation,

Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac/.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite hill.af mil/

(End of clause)

#### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd mil/dpap/pdi/uid/iuid\_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are

serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <a href="http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes htm">http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes htm</a>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd mil/dpap/pdi/uid/uii types html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier.
- (1) The Contractor shall provide a unique item identifier for the following:
- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No. Item description

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.
- (2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.
- (3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.
- (4) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.

- (11) Unit of measure.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd mil/dpap/pdi/uid/data\_submission information.html.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

#### 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

- (a) Definitions. As used in this clause—
- "Commercial and Government entity (CAGE) code" means—
- (i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

- (ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an ``NCAGE code."
- "Contractor-acquired property" has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.
- "Government-furnished property" has the meaning given in FAR clause 52.245-1.
- "Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.
- "IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—
- (i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;
- (ii) The master data source for Government-furnished property; and
- (iii) An authoritative source for establishing the acquisition cost of end-item equipment.
- "National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.
- "Nomenclature" means—
- (i) The combination of a Government-assigned type designation and an approved item name;
- (ii) Names assigned to kinds and groups of products; or
- (iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).
- "Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.
- "Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.
- "Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.
- "Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <a href="http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp">http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp</a>).
- "Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

<sup>&</sup>quot;Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

- (b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--
- (1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.
- (2) Beginning January 1, 2014, report—
- (i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and
- (ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.
- (c) Exceptions. Paragraph (b) of this clause does not apply to—
- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
- (4) Intellectual property or software;
- (5) Real property; or
- (6) Property released for work in process.
- (d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):
- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
- (i) Bagged or tagged code (for items too small to individually tag or mark).
- (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
- (iii) Effective date (date the mark is applied).
- (iv) Added or removed code/flag.

- (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
- (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
- (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
- (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
- (ix) Set (used to group marks when multiple sets exist.
- (6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (http://www2.dla mil/j-6/dlmso/elibrary/manuals/dlm/dlm--pubs.asp).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at <a href="http://www.acq.osd mil/dpap/pdi/uid/data">http://www.acq.osd mil/dpap/pdi/uid/data</a> submission information.html.
- (g) Procedures for updating the IUID Registry.
- (1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <a href="https://iuid.logisticsinformationservice.dla.mil/">https://iuid.logisticsinformationservice.dla.mil/</a> for changes in status, mark, custody, condition code (for reparables only), or disposition of items that are—
- (i) Received by the Contractor;
- (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
- (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (iv) Disposed of; or
- (v) Transferred to a follow-on or other contract.
- (2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:
- (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or
- (ii) Lost, Theft, Damaged or Destroyed (LTDD) system.
- (3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from <a href="Date of Award through 60 months.">Date of Award through 60 months.</a>
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered `issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### Section J - List of Documents, Exhibits and Other Attachments

### LIST OF ATTACHMENTS

### Section J – List of Documents, Exhibits, and Other Attachments

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

## LIST OF EXHIBITS

J1: Contract Data Requirements Lists (CDRLs)

### LIST OF DOCUMENTS AND ATTACHMENTS (UNCLASSIFIED)

- J2: CLIN 0002, Stepladder Pricing Spreadsheet
- J3: CLIN 0006, Materials and Parts
- J4: CLIN 0007, Maintenance & Repair Pricing Spreadsheet
- J5: CLIN 0008, ESS Pricing Spreadsheet
- J6: Contract Security Classification Specification, DD Form 254, dated Dec 1999

## LIST OF DOCUMENTS AND ATTACHMENTS (CLASSIFIED PRODUCTS)

J7(S): Performance Specification for the CREW MEU(SOC) Program, Version 1.0, dated 2 May 2013

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### Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT AMOUNT UNIT PRICE** (b) (4) 0001 Each Inital Production Systems and Support **FFP** Provide five (5) initial production systems IAW SOW 2.6.1, 3.1.1. Includes Government Acceptance Testing (GAT) and Support, IAW SOW 3.2.2.1, 3.2.2.3, 3.4-3.4.2.3.1, 3.5.1. Performance: Date of award to 12 months (The Contractor shall be prepared to execute the GAT at their facility, at the earliest, 90 days after contract award if systems are delivered within that timeframe. After 90 days ACA, the Contractor shall be prepared to execute GAT immediately.) FOB: Destination MILSTRIP: M9545014RC36D27 PURCHASE REQUEST NUMBER: M9545014RC36D27 **NET AMT** 

ACRN AA

CIN: M9545014RC36D270001

Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	29-MAY-2014	5	MARCORSYSCOM CT AMY RIDEOUT 2200 LESTER STREET AFSS-FSS QUANTICO VA 22134 703-432-4045 FOB: Destination	M67854

# ACCOUNTING AND APPROPRIATION DATA

(b) (4)

			1. CONTRACT	ID CODE	PAGE OF PAGES		
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT		J		1   2	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		ı	5. PROJEC	T NO.(Ifapplicable)	
02	19-May-2014	M9545014RC36D27					
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (If other than item 6)		CO	DE S050	07A	
MARINE CORPS SYSTEMS COMMAND - CT MC3 ATTN: JESSICA L. BURSEY 2200 LESTER STREET QUANTICO VA 22134-6050		DCMA LATHROP 700 E. ROTH ROAD, PO BOX 232 FRENCH CAMP CA 95231-0232					
8. NAME AND ADDRESS OF CONTRACTOR (	No., Street, County, S	State and Zip Code)	9	A. AMENDM	ENT OF SO	OLICITATION NO.	
SIERRA NEVADA CORPORATION LENNY TAYLOR	•	-		D DATED (	EE IEE A	115	
444 SALOMON CIR SPARKS NV 89434-9651			۱	B. DATED (S	EEIIEMI	11)	
			Χ	10A. MOD. OF M67854-14-D-2	CONTRA 2521-0001	CT/ORDER NO.	
				10B. DATED	(SEE ITEM	1 13)	
CODE 8X691	FACILITY COL	DE I		28-Feb-2014			
		PPLIES TO AMENDMENTS OF SOLIC			<u> </u>		
The above numbered solicitation is amended as set forth		· L		s extended,	is not ext	ended.	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am	Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegramor letter, provided each telegramor letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
		O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENT AL AGREEMENT IS	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and a	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copi	es to the issuin	g office.		
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jstringe141853  The purpose of this modification is to provide DCMA information under Block 7, "Administered by". All other terms and conditions remain unchanged.  Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  5A. NAME AND TITLE OF SIGNER (Type or print)  16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)							
		LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099		EMAIL: lisa.botkin	@usmc mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI			noa.bondin		6C. DATE SIGNED	
		BY Asa R.		Barter	-		
(Signature of person authorized to sign)		(Signature of Contracting Off			.	20-May-2014	

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# **SUMMARY OF CHANGES**

(End of Summary of Changes)

	TION A CODE	ICA TION OF CONTRA OF	1. CONT	TRACT ID CODE	PAGE OF PAGES		
AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT		J	1   2		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJE	ECT NO.(Ifapplicable)		
01	13-Mar-2014	M9545014R C36D27					
6. ISSUED BY CODE	M67854	7. ADMINISTERED BY (If other than item 6)		CODE	-		
MARINE CORPS SYSTEMS COMMAND - CT MC3 ATTN: JESSICA L. BURSEY 2200 LESTER STREET QUANTICO VA 22134-6050		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (	No., Street, County, S	State and Zip Code)	9A. AME	NDMENT OF	SOLICITATION NO.		
SIERRA NEVADA CORPORATION LENNY TAYLOR 444 SALOMON CIR			9B. DAT	ED (SEE ITEM	<b>I</b> 11)		
SPARKS NV 89434-9651			X 10A. MOD. OF CONTRACT/ORDER NO. M67854-14-D-2521-0001				
7077 01/01			10B. DATED (SEE ITEM 13)				
CODE 8X691	FACILITY COD	E	120 : 00 2	2014			
The above numbered solicitation is amended as set forth			is extended,	is not 6	extended.		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a ret RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegramor letter makes reference to the s	Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:						
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
		O MODIFICATIONS OF CONTRACTS/ T/ORDER NO. AS DESCRIBED IN ITE					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT				(such as change	es in paying		
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and a	authority)						
E. IMPORTANT: Contractor X is not,	is required to sign	n this document and return	copies to the	issuing office.			
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Modification Control Number: jstringe141336  The purpose of this modification is to change the delivery date and provide delivery instructions. The Delivery Date under Section F, Deliveries or Performances, is changed from 29 May 2014 to 29 September 2014 (7 months ADC). The five initial production systems shall be delivered as follows:  - Two of the five initial production systems will remain at the contractor's facility for Government Acceptance Testing (GAT). Upon completion of GAT, those two systems will be shipped to the Marine Corps PSI Facility at: SAIC, 4801-C Rivers Ave, N. Charleston, SC 29406.  - Three initial production systems will be shipped to the Marine Corps PSI Facility at: SAIC, 4801-C Rivers Ave, N. Charleston, SC 29406 for GAT.   ixcept as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  5A. NAME AND TITLE OF SIGNER (Type or print)  I6A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)							
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNEI	TEL: 703-432-5099  16B. UNITED STATES OF AMER		a.botkin@usmc.mil	16C. DATE SIGNED		
		BY Asa R.	_		14-Mar-2014		
(Signature of person authorized to sign)		(Signature of Contracting Offi	icer)		1-7-1VIGI 12U 14		

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## **SUMMARY OF CHANGES**

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
	29-MAY-2014	5	MARCORSYSCOM CT AMY RIDEOUT 2200 LESTER STREET AFSS-FSS QUANTICO VA 22134 703-432-4045 FOB: Destination	M67854
):				

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
29-SEP-2014	5	MARCORSYSCOM CT AMY RIDEOUT 2200 LESTER STREET AFSS-FSS QUANTICO VA 22134 703-432-4045 FOB: Destination	M67854

(End of Summary of Changes)